DATED 15 MARCH 2018

HKE HOLDINGS LIMITED **(1)**
(the **"Company"**)

- and -

RYAN ONG WEI LIANG (王威量) **(2)**
(the **"Executive"**)

SERVICE AGREEMENT

of

RYAN ONG WEI LIANG (王威量)

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SERVICE AGREEMENT

THIS AGREEMENT is made the 15th day of March 2018

BETWEEN:

(1) **HKE Holdings Limited**, an exempted company incorporated under the laws of the Cayman Islands with limited liability with registration number 326217, having its registered office at Clifton House, 75 Fort Street, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands and its head office at 10 Admiralty Street, #02-47 North Link Building, Singapore 757695, and whose principal place of business in Hong Kong is at Suites 1604-6, 16/F, ICBC Tower, 3 Garden Road, Central, Hong Kong (the **"Company"**); and

(2) **Ryan Ong Wei Liang (王威量)**, holder of Singapore National Registration Identity Card number S8341019A of 17 Fernvale Lane, #19-19, Singapore 797498 (the **"Executive"**).

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 Definitions: In this Agreement unless the context otherwise requires:

"Advantage" means:

(A) any gift, loan, fee, reward or commission consisting of money or of any valuable security or other property or interest in a property of any description;

(B) any office, employment or contract;

(C) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;

(D) any other services, or favour (other than entertainment) including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted;

(E) the exercise or forbearance from the exercise of any right or any power of duty; or

(F) any offer, undertaking, or promise, whether conditional or unconditional;

"Affiliate" means in relation to the Company, any subsidiary or holding company of the Company, any subsidiary of such holding company, and any company in which the Company or any such holding company holds or controls directly or indirectly not less than 20% but not more than 50% of the issued share capital;

"Board" means the board of directors from time to time of the Company or (as the context may require) the majority of the directors present and voting at any meeting of the board of directors of the Company duly convened and held or a duly authorised committee of the board of directors or personnel duly authorised by the board of directors of

the Company;

"Business Day" means a day on which licensed banks are open for business in the ordinary course in Singapore, excluding Saturdays, Sundays and public holidays;

"Central Provident Fund" means the Central Provident Fund of Singapore, which is a comprehensive social security system that enables working Singapore citizens and permanent residents to set aside funds for retirement;

"Companies Ordinance" means the Companies Ordinance, Chapter 622 of the Laws of Hong Kong;

"Company Materials" means any materials belonging to any Member of the Group which includes, but are not limited to, notes, memoranda, records, correspondence, computers, computer software, computer disks, tapes, printouts, source and other code, flowcharts, schematics, designs, graphics, drawings, photographs, charts, graphs, notebooks, customer lists, and all other documents whether printed, typewritten, handwritten, electronic, or stored on computer disks, tapes, hard drives, or any other tangible medium, as well as samples, prototypes, models, products and the like;

"Confidential Information" means confidential information relating to, or belonging to, any Member of the Group of any nature which is not publicly known, including any compilation which is not publicly available of items of public information and further includes (without limitation) such information concerning the businesses, business plans, finances (including budgets and financing proposals), operational methods, dealings, ownership, trade connections (including the names of and terms of business with customers, suppliers and agents), employees, agents, joint ventures partners, contracting parties, investments, strategies, researches, investigations, undertakings, trade secrets, inventions and all other intellectual properties and know how (including operational methods, technical processes, specifications, etc.) of any Member of the Group or other entity in which the Company has an interest and any information which any Member of the Group has obtained from any third party on terms that restrict its disclosure or use, but excluding information which:

(A) is generally known to the public at the time of disclosure;

(B) after disclosure becomes publicly known or available other than as a result of a breach of a confidentiality obligation of this Agreement by the Executive;

(C) can be shown to have been developed independently by the recipient before disclosure of the information; or

(D) can be shown was made available to the recipient by some other person who had a right to do so and who has not imposed on the recipient any obligation of confidentiality or restricted use;

"Group" means the Company, its subsidiaries and (if any) Affiliates from time

	to time and **"Member of the Group"** shall mean any one of them;
"Hong Kong"	means Hong Kong Special Administrative Region of The People's Republic of China;
"Listing Date"	means the date on which our Shares are listed and dealings in our Shares first commence on the Stock Exchange, which is expected to be on or about 18 April 2018
"Listing Rules"	means the Rules Governing the Listing of Securities on the Stock Exchange;
"month"	means calendar month;
"parties"	means the Company and/or the Executive and **"party"** shall mean either one of them;
"S$"	means Singapore dollars, the lawful currency of Singapore;
"Remuneration"	means the salary and director's fee payable by the Company to the Executive in the manner set out in Clause 6.1;
"Securities and Futures Ordinance"	means the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong;
"Singapore"	means the Republic of Singapore;
"Stock Exchange"	means The Stock Exchange of Hong Kong Limited;
"subsidiaries"	has the meaning given in the Listing Rules; and
"Term"	has the meaning given in Clause 3.

1.2 Interpretation: In this Agreement unless otherwise defined or unless the context or subject matter otherwise requires:

(A) any reference to parties to this Agreement shall include their respective permitted assignees and successors;

(B) any reference to Clauses is a reference to the clauses of this Agreement;

(C) words and phrases defined in the Companies Ordinance shall have the same meanings in this Agreement;

(D) any reference to a statutory provision shall include a reference to that provision as amended or re-enacted from time to time;

(E) headings are inserted for convenience only and shall be ignored in construing this Agreement;

(F) the singular includes the plural and vice versa, words importing gender or the neuter include both genders and the neuter;

(G) any reference to dates or times is a reference to a date or time in Singapore;

(H) any reference to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations, all forms of governmental body or authority, or any association or partnership (whether or not having a separate legal personality) of two or more of the foregoing;

(I) any reference to this Agreement or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document as it may have been, or may be, amended, varied, novated or supplemented;

(J) any reference to a document being "in the agreed terms" (if any) means that documents in the terms agreed between the parties and, for the purpose of identification, signed by them or on their behalf, or such document in such other terms as may be agreed in writing by the parties from time to time in substitution for or in variation of such document; and

(K) the rule known as the *ejusdem generis* rule shall not apply. Accordingly, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed by particular examples intended to fall within the meaning of the general words.

2. APPOINTMENT

2.1 Subject to the terms and conditions of this Agreement, the Company shall engage the Executive and the Executive shall serve the Company for the Term as:

(A) an executive director of the Company; and

(B) such other capacity as the Company may reasonably require.

2.2 The Company shall be entitled at any time to appoint another person or persons to act jointly with the Executive.

2.3 The Executive confirms that he has disclosed fully to the Company the circumstances (if any) in respect of which there is, or there might be, a conflict of interest between the Executive or his associates (as defined under the Listing Rules) and any Member of the Group, and he agrees to disclose fully to the Company any such circumstances which may arise during the engagement under this Agreement.

2.4 The Executive confirms that:

(a) he is not bound by or subject to any court order, agreement, arrangement or undertaking, which in any way restricts or prohibits him from entering into this Agreement or from performing his duties under this Agreement; and

(b) he is not aware of any reason which may render him unsuitable to act as an executive director of the Company as at the date of this Agreement and he shall forthwith notify the Board in writing upon the occurrence of any circumstances which may render him unsuitable to act as an executive director of the Company.

2.5 For avoidance of doubt, both the termination of the appointment and the termination of this Agreement shall be deemed to be the expiry of the Term under Clause 3 in this Agreement.

3. TERM OF ENGAGEMENT

3.1 The Company will engage the Executive with an initial term of three years commencing from the Listing Date and his engagement with the Company will continue unless and until terminated in accordance with Clauses 11.2 and 14 (the **"Term"**), subject to the memorandum and articles of association of the Company (including but not limited to the obligation to retire by rotation) and the corporate governance code provisions as adopted by the Company from time to time.

3.2 The same terms as set out in this Agreement shall apply, *mutatis mutandis*, to any continued term of appointment of the Executive, save as to the salary (if any), the applicable amount of which shall be such prevailing immediately preceding the commencement of such continued term or such other amount as may be agreed between the Executive and the Company.

4. DUTIES

4.1 During his engagement with the Company, the Executive shall:

(A) perform, to the best of his ability and with all reasonable care, the duties and exercise the powers and functions (both anywhere within and, when his duties require him to do so, anywhere outside Hong Kong) which from time to time may reasonably be assigned to or vested in him by the Board in relation to the Company or any Member of the Group in any part of the world in which or with which the Company or any Member of the Group carries on or seeks to carry on business, including but not limited to Singapore;

(B) without prejudice to the generality of Clause 4.1(A), perform the duties and exercise the powers and functions as executive director and be responsible for the business development of the Group and the risk management of the Group's projects;

(C) during working hours devote the whole of his time, attention and abilities to his duties;

(D) execute and comply with all reasonable requests, instructions and regulations made by the Board from time to time;

(E) comply with all resolutions of the shareholders duly passed at the annual general meetings and special general meetings of the Company;

(F) keep the Board fully informed (in writing if so requested) of his activities and provide such explanations, information and assistance as to his activities or to the business of the Company or any Member of the Group known to him as the Board may reasonably require;

(G) faithfully and diligently serve the Company and perform his duties to the best of his ability using all reasonable care and skill and use his utmost endeavours to promote the interests, welfare and reputation of the Company and the Members of the Group under the leadership of the Board;

(H) refer all business opportunities falling within the scope of the Company's operations to the Company;

(I) not engage in any activities of any nature which may detract from the proper performance of his duties and not be engaged or interested, directly or indirectly, in any other employment, trade, business, profession or occupation;

(J) not solicit or accept for himself or for his dependants any Advantage other than those expressly permitted by or contemplated under this Agreement and if offered an Advantage the Executive shall forthwith report the offer to the Board;

(K) fulfil his fiduciary duties as a director of the Company which require, among other things, that he acts for the benefit and in the best interests of the Company and does not allow any conflict between his duties as a director of the Company and his personal interest. In the event that there is a potential conflict of interest arising out of any transaction to be entered into between the Company or any Member of the Group and the Executive or his associate(s) (as defined under the Listing Rules), he shall abstain from voting at the relevant Board meeting in respect of such transaction;

(L) comply with the Securities and Futures Ordinance, the Companies Ordinance, the Listing Rules, and act in accordance with the constitutional documents of the Company, and any requirements for directors of listed companies published from time to time by the Stock Exchange, the Hong Kong Code on Takeovers and Mergers approved from time to time by the Securities and Futures Commission, all other laws, rules, regulations, codes and guidelines which are applicable to the Executive, every rule of law applicable to any

Member of the Group whether in Singapore, Hong Kong, the Cayman Islands, the British Virgin Islands or elsewhere and all relevant securities regulations from time to time 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;

(M) co-operate in all enquiries and investigations conducted by the listing division and/or listing committee of the Stock Exchange or other regulatory authorities in connection with the Group's business and affairs or himself, including but not limited to answering promptly and openly all questions addressed to him, providing promptly to the Stock Exchange and other regulatory authorities (in writing if so requested) all such information as the Stock Exchange and other regulatory authorities may require in relation thereto and attending before any meeting or hearing at which he is requested to appear;

(N) forthwith notify the Board upon occurrence of any circumstances which may render him unsuitable to act as an Executive Director of the Company;

(O) inform the Company and the Stock Exchange immediately in the event that there is any change in the information disclosed in Part I of his Form B (Declaration and Undertaking with regard to Directors);

(P) carry out his duties and exercise his powers jointly with any other director or executive as shall from time to time be appointed by the Board to act jointly with the Executive and the Board may at any time require the Executive to cease performing or exercising any of his duties or powers under this Agreement;

(Q) attend (whether in person or by any other means permitted by the articles of association of the Company) board meetings from time to time with reasonable notice in advance by the Company and all the Company's general meetings; and

(R) serve on any Board committee at the request of the Board.

4.2 The Executive may be required by the Board to perform duties or services for any Member of the Group for the whole or part of his working time, provided such duties and responsibilities are comparable with the Executive's duties and responsibilities. In performing those duties, Clause 4.1 will apply as if references to the Company were to the appropriate Member(s) of the Group. The Company will remain responsible for the payments and benefits which the Executive is entitled to receive under this Agreement. The Company may transfer the Executive's engagement to any Member of the Group and the Executive consents to the transfer of such engagement to another Member of the Group on the same terms and conditions set out in this Agreement where in such case any references to the Company shall instead apply to that Member of the Group.

4.3 Notwithstanding Clause 2, the Company shall, to the extent permitted by law:

(A) have the right to require the Executive at any time to carry out such special projects or functions or accept such office within the Group compatible with his abilities without further remuneration (except as otherwise agreed) as the Board shall in its absolute discretion determine; and

(B) without affecting the Executive's right to his Remuneration, be under no obligation to assign to or vest in the Executive any powers, duties or functions or to provide any work for the Executive and the Board may at any time suspend the Executive from the performance of any duties, revoke any powers or authorities given to the Executive and/or exclude him from any premises of any Member of the Group.

4.4 The Company shall use all reasonable efforts to give reasonable advance notice of its needs for any of the Executive's services.

4.5 The Company shall do all things reasonably necessary to enable the Executive to perform the services set out in this Clause 4.1, including, without limitation, giving the Executive the authority necessary for the proper performance of his duties.

4.6 For the purpose of this Agreement, the Executive will act as the director of any Member of the Group as may be reasonably requested by the Company. Upon the termination of this Agreement, the Executive shall immediately resign from such position.

5. WORKING HOURS AND PLACE OF WORK

5.1 Executive will work such hours as may be reasonably required for the proper performance of his duties and shall devote his time, attention and abilities during those hours to carrying out his duties in a proper, loyal and efficient manner. The Executive shall also work such further hours (without any additional remuneration) as may, in the Board's opinion, be necessary for the proper performance of his duties hereunder. The Executive's official place of work is at the Company's head office in Singapore and the Executive may be required to work in any other place as the Board shall from time to time direct. If required by the nature of the work assigned to him, the Executive shall work extra hours or travel outside Singapore as the Board may direct from time to time.

6. REMUNERATION

6.1 Subject to Clauses 11.2 and 14, the Company shall pay to the Executive an aggregate salary and director's fee of S$108,750 per annum (payable by 12 equal monthly instalments) (which shall be deemed to accrue from day to day) for his services under this Agreement payable in arrears on the last Business Day of each calendar month (or if that day is not a Business Day, on the next following Business Day) (the **"Remuneration"**). The Remuneration shall be reviewed by the Board annually (or such other period as the Board considers appropriate at its absolute discretion), provided that if the appointment of the Executive hereunder is terminated prior to the end of a calendar month, the Executive shall only be entitled to a proportionate part of his Remuneration in respect of the period of service up to the date of termination. The Board shall have a complete discretion whether to grant any increase in the Remuneration and any increase so granted shall take effect from such date as the Board may specify. For the avoidance of doubt, there is no guarantee that the remuneration of the Executive will be increased following each review.

6.2 Payment of the Remuneration and bonus payable to the Executive pursuant to this Clause 6 and Clause 7 shall be made either by the Company or by another company in the Group and if by more than one company, in such proportion as the Board may from time to time think fit, provided that the Executive shall not vote or be counted in the quorum in the relevant Board meeting.

6.3 The Executive shall not be entitled to any other remuneration or benefits of any nature whatsoever other than those expressly described in this Agreement.

6.4 The Executive shall be responsible for the payment of income tax in Singapore and any other tax on any emoluments, allowances or benefits of the Executive hereunder and the Company shall have no liability therefore.

6.5 The Company and the Executive shall make all necessary contributions to the Central Provident Fund (if applicable) and all other payments required by any prevailing laws and regulations to be made by the Company and/or the Executive in Singapore or elsewhere.

7. BENEFITS

7.1 The Executive shall also be entitled to the benefits under this Clause 7 during the Term.

7.2 At the sole discretion of the Board, the Executive may/may not be entitled to a discretionary bonus in such amount (if any) and payable at such time as the Board may in its absolute discretion determine **PROVIDED THAT** the aggregate amount of the bonus payable to all the executive

directors of the Company for any financial year of the Company shall not exceed 30% of the combined profits attributable to shareholders of the Company (after payment of such discretionary bonuses) in respect of that financial year of the Company.

7.3 The Executive shall (if applicable) abstain from voting and not be counted in the quorum in respect of any proposed resolution of the Board determining the amount of the Remuneration or any other remuneration or benefits payable to him.

7.4 In addition to the foregoing remuneration and benefits, the Executive may, at the discretion of the Board, be entitled to the right to participate in such medical insurance scheme adopted by the Company for the benefit of its senior management from time to time (if any) at the expense of the Company.

7.5 The Executive will, at the discretion of the Board, be entitled to participate in any share option scheme which may be adopted by the Company, subject to the terms and conditions of such scheme from time to time in place.

8. OTHER BENEFITS

8.1 In addition to the foregoing remuneration and benefits, the Executive shall also be entitled to the following, subject to determination by the Board as to the appropriate level of cost of each item:

(A) the provision of Directors and Officers insurance for the Board (including the Executive) at the expense of the Company in accordance with its policy (subject to revision by the Board from time to time) and all applicable legislation and regulation;

(B) the provision of personal accident insurance for the Executive at the expense of the Company in accordance with its policy (subject to revision by the Board from time to time) and all applicable legislation and regulation;

(C) the provision of medical, hospital, optical and life insurance under such insurance scheme as the Board may decide from time to time at the expense of the Company for the benefit of the Executive; and

(D) participation in the Group's defined contribution retirement scheme, subject to the terms and conditions of such scheme from time to time in force.

9. EXPENSES

The Company shall reimburse to the Executive all travelling, hotel, entertainment and other necessary expenses properly and reasonably incurred by him in the performance of his duties and properly claimed and vouched for in accordance with the Company's expense reporting requirements (including the requirements on the production of proof of expenses incurred) from time to time.

10. HOLIDAYS

10.1 In addition to the normal public holidays in Hong Kong (or alternative days notified to the Executive with reasonable notice), the Executive shall be entitled to 14 Business Days paid leave during each calendar year (accruing pro rata during the year) to be taken at such time or times as may be approved by the Board.

10.2 The Executive may not carry forward any unused part of his leave entitlement under Clause 10.1 to a subsequent calendar year, unless otherwise approved by the Board.

10.3 During the period which the Executive works in Singapore, the Executive's public holiday leaves will be taken basically according to the public holidays in Singapore in the following manner:

(A) where a public holiday in Hong Kong is also a public holiday in Singapore, the Executive will take the public holiday leave on that day; and

(B) where a public holiday in Hong Kong is not a public holiday in Singapore, the Executive will take the public holiday leave on another public holiday in Singapore within 60 days immediately preceding or next following that public holiday as alternative holiday.

11. SICKNESS/INCAPACITY

11.1 If the Executive shall be prevented by illness, injury or other incapacity from properly performing his duties he shall report this fact forthwith to the Board and, if required by the Company, provide an appropriate doctor's certificate (stating the nature of the illness and the doctor's opinion that it renders him unfit for work) for any period of absence of more than three (3) Business Days.

11.2 Subject to compliance with Clause 11.1, if the Executive shall during the continuance of this Agreement become of unsound mind or became a patient for any purpose of and relating to mental health or be incapacitated by ill-health or accident from performing his duties hereunder for a period or periods aggregating 90 days or more in any period of 12 months, the Company may by written notice to the Executive forthwith or as from a future date specified in such notice discontinue payment in whole or part of his Remuneration until such incapacity shall cease or (whether or not his salary shall have been discontinued as aforesaid) terminate this Agreement by giving the balance of notice which the Executive is entitled to receive under Clause 14 less the length of the period for which he has been incapacitated.

11.3 Any unauthorised absence of the Executive will be subject to disciplinary action and may result in termination of the engagement of the Executive. If the Executive is absent from work for three (3) consecutive working days without notification to the Company, the Executive will be deemed to have abandoned his engagement and the Company reserves the right to terminate his engagement for this reason.

12. INVENTIONS

12.1 Any invention, improvement, discovery, process, formula, method, designs, copyrights, trademarks, trade names, service marks, service names, domain names or other intellectual property of any nature, whether or not registered or registrable, whether or not patentable, in any part of the world and any applications for the foregoing, (collectively described in this Clause as **"Inventions"**) made or discovered by the Executive (either alone or with others) during the Term (whether or not in the course of his engagement) in connection with or in any way affecting or relating to the business of the Company or any Member of the Group or capable of being used or adapted for use in, or in connection with, such business, shall forthwith be disclosed in writing to the Company and shall automatically upon the invention being made or discovered, belong to and be the absolute and exclusive property of the Company (including without limitation, all rights in all drawings and models specifications of the Inventions) and in this connection:

(A) The Executive hereby assigns, as beneficial owner, all worldwide copyright, design rights and all other proprietary rights in the Inventions to the Company to the extent such rights do not vest automatically in the Company;

(B) The Company shall be regarded as the original proprietor of any design in an Invention of which the Executive is an author; and

(C) The Executive shall be deemed to have a special obligation to further the interests of the Group;

PROVIDED THAT this Clause 12.1 shall not derogate from the statutory rights (if any) of the Executive to compensation in respect of a patent granted for an Invention.

12.2 At the request and expense of the Company and if it is not in contravention of any applicable law, the Executive shall give and supply all such information, data, drawings and assistance as may be required to enable any Member of the Group to exploit the Inventions to its best advantage.

12.3 During and after his engagement with the Company, the Executive shall at the request and expense of the Company execute any documents and do all acts and things which may be necessary to perfect the ownership of the Company to such Inventions and to enable the Company to apply for, obtain and enforce patents, trademarks, service marks, domain names and copyrights or other protection for the Inventions in any and all countries, including, without limitation, the execution of any instruments and documents and the giving of evidence and testimony, without any payment of compensation other than the Executive's agreed compensation in accordance with Clause 6. The Executive hereby irrevocably authorises the Company to act in his name and on his behalf to execute any instruments and documents and to do all lawful acts necessary for the purpose of giving to the Company (or its nominee) the full benefits of this Clause 12 and to enforce the Company's rights under this Clause 12. To the extent that any right in the Inventions cannot be vested absolutely in the Company, the Executive shall hold such right on trust for the Company.

12.4 If the Executive makes or discloses or participates in the making or discovery of any Inventions during the Term but which is not the property of the Company under this Clause 12, the Company shall, subject to any restrictions in any prevailing legislation, have the right to be notified by the Executive of the full details of the Executive's rights in the Inventions within twelve (12) month(s) of such Inventions being made or disclosed.

12.5 All rights and obligations under this Clause shall continue in full force and effect after termination of this Agreement in respect of the Inventions made or discovered during the Term and shall be binding upon the Executive's legal representative.

13. CONFIDENTIAL INFORMATION

13.1 The Executive recognises and acknowledges that the Executive has had and will have access to the Confidential Information relating to the business or interests of the Company or any Member of the Grouper of persons with whom the Company or any Member of the Group may have business relationships. Except as permitted herein, the Executive covenants and undertakes not to during the Term (except in the proper course of carrying out his duties to the Company or any Member of the Group) or at any time after the termination of this Agreement for any reason whatsoever:

(A) subject to Clause 13.2, divulge, communicate, disclose or permit to be known by any other person or entity; or

(B) take away, conceal, destroy or retain,

for his own or some other person's use or advantage or to the detriment of the Company, any Confidential Information of the Company or any of any Member of the Group or any of its or their suppliers, agents, clients, customers or employees. The obligations of the Executive under this Clause 13.1 shall continue until such Confidential Information becomes publicly available, other than pursuant to a breach of this Clause 13.1 and/or other unauthorised disclosure by the Executive, regardless of whether the Executive continues to be employed by the Company.

13.2 It will not be a breach of Clause 13.1(A) if the act was done pursuant to:

(A) any applicable law, rules and regulations;

(B) a court order and/or a subpoena served under the laws of Hong Kong; and/or

(C) request and/or demand from a regulatory authority with competent jurisdiction.

13.3 The Executive shall use his best efforts to exercise utmost care and diligence to protect all

Confidential Information, Company Materials and other property belonging to any Member of the Group that may come to his possession, knowledge, custody or control in the course of or by reason of his engagement with the Company.

13.4 The Executive shall not during the Term (except in the proper course of carrying out his duties to any Member of the Group) or at any time after the termination of this Agreement for any reason whatsoever disclose to any person or (for himself or any other person) otherwise make use of any Confidential Information relating to any Member of the Group or any of its or their suppliers, agents, clients or customers and shall use his best efforts to prevent unauthorised use or disclosure of any such information.

13.5 Without restricting the general nature of Clause 13.1, the Executive acknowledges to the Company that the Company has a proprietary interest in all particularly sensitive Confidential Information and undertakes not, at any time (whether during the Term or at any time after the termination of this Agreement), to use or disclose for any unauthorised purpose, any Confidential Information concerning any such matter.

13.6 Nothing in this Agreement shall prohibit the disclosure by the Executive of information, which he is required to disclose by applicable law, rules and regulations which is enforceable against him (but only to the extent and in the manner so required). The Executive shall consult with the Company so far as may be reasonably possible before making any such disclosure.

13.7 The Executive further agrees and acknowledges to the Company that all Company Materials are the exclusive property of the Company or the relevant Member of the Group. Upon the Executive ceasing to be employed by the Company for whatever reason, or upon the request of the Company, the Executive shall forthwith return to and leave with the Company all Company Materials as well as other property belonging to the Company or the relevant Member of the Group then in the Executive's possession, custody, power or control.

13.8 This Clause 13 is without prejudice and in addition to the Executive's obligations of confidentiality at law.

14. TERMINATION

Subject to the Term as prescribed in Clause 3, the Executive's engagement hereunder may be terminated as follows:

(A) Termination without cause: Without prejudice to the provisions of Clause 14(B), either party may terminate the engagement hereunder:

(I) by giving not less than three (3) months' notice in writing; or

(II) by paying an amount equivalent to three (3) months' Remuneration (calculated as the total of the Remuneration for each month in this three-month notice period) in lieu of the notice required to be given under 14(A)(I) above; and

(B) Termination with cause by the Company: Without prejudice to any remedy which the Company may have against the Executive for the breach of any of the provisions of this Agreement, if at any time during the Term the Executive shall be guilty of or commit any serious misconduct, the Company shall be entitled to terminate the Executive's engagement hereunder summarily and without thereby entitling the Executive to any claim for damages or other compensation against the Company or any Member of the Group (save for and except any Remuneration properly accrued and payable). Without prejudice to the generality of the foregoing, the following events shall entitle the Company to terminate this Agreement forthwith:

(I) if having committed a material breach of any of the terms of this Agreement the Executive fails to remedy such breach within such period as may be required by

the Company (if reasonably capable of remedy) or commits a further or continuing breach of such obligation after warning by the Company;

(II) be guilty of wilful default or neglect of his duties or any serious misconduct, or any conduct tending to bring any Member of the Group or himself, into disrepute;

(III) is dishonest, whether or not in connection with his engagement with the Company;

(IV) acts or conducts himself in a manner which, in the sole opinion of the Board, brings himself, his office, the Company or any Member of the Group into disrepute or is otherwise prejudicial to the best interests of any Member of the Group;

(V) wilfully disobeys or does not comply with any lawful orders or instructions given by the Company;

(VI) commits any act of bankruptcy or becomes bankrupt or make any arrangements or composition with his creditors generally or fails to pay his personal debts regularly as they fall due;

(VII) is convicted of any criminal offence (other than an offence under road traffic legislation for which a penalty other than imprisonment is imposed);

(VIII) commits any act of dishonesty, whether relating to any Member of the Group, another employee or any other person;

(IX) is in breach of any of the provisions of Clause 17 or be identified as an insider dealer under the Securities and Futures Ordinance; or

(X) is disqualified to act as the director of any Member of the Group under the memorandum and articles of association of the Company or any other applicable laws and rules, or is removed from such office by the shareholders of the relevant company in general meeting, or becomes prohibited by any applicable laws, the Listing Rules or any other rules, codes or regulations from holding the office of director or prohibited by law from fulfilling his duties hereunder.

(C) In the event that:

(I) the Executive is lawfully removed from his office as a director of the Company by virtue of a resolution passed by the members of the Company; or

(II) the Executive, having retired from the office of director of the Company in accordance with the memorandum and articles of association of the Company or any other applicable regulation or law, is not re-elected as a director of the Company by the shareholders of the Company at an annual general meeting of the Company;

the Company may terminate this Agreement forthwith without notice to the Executive.

15. OBLIGATIONS UPON TERMINATION OF ENGAGEMENT

15.1 Upon the termination of his engagement with the Company for whatever reason the Executive shall:

(A) forthwith tender his resignation under seal (or in some other legally binding form) in terms satisfactory to the Company, including stating that he has no claims against the Company (or any Member of the Group, as the case may be) for compensation for loss of office or any damages, compensation or termination payments or benefits of any kind from any such company, as a director of the Company and of any Member of the Group and from all other offices he holds within the Group, without compensation;

(B) deliver up to the Company all keys, credit cards to the account of any Member of the Group, papers (including his notes), computer programs (if any) and other property belonging to any Member of the Group which may be in his possession or under his control or custody, and (unless otherwise directed by the owner) any papers and other property belonging to

others which may be in his possession or under his control or custody and which relate in any way to the business or affairs of any Member of the Group or any supplier, agent or customer of any Member of the Group, and he shall not, without the written consent of the Board, retain any copies of any such papers;

(C) not at any time represent himself still to be connected with the Company or any of any Member of the Group, or use for business purposes any name of, or name confusingly similar to, the name of any Member of the Group; and

(D) transfer any shares which he holds as a nominee for any Member of the Group without payment as the Company may so direct.

15.2 After termination of this Agreement for any reason, the Executive shall provide such information and assistance as the Company may reasonably require having regard to the Executive's work load for his new employer so that a reasonable balance may be struck, and the Executive shall, before accepting any new employment obtain the new employer's agreement to the Executive's obligations under this Clause in connection with any of his services pursuant to this Agreement including (without limitation) assisting the Company in considering and dealing with any claim, concerning any Member of the Group. Such assistance shall include (without limitation) attending meetings with representatives of the Company and/or with its professional advisers and preparing proofs of evidence. The Company shall reimburse the Executive for any costs reasonably incurred by him with the Company's approval (such approval not to be withheld unreasonably) in providing such assistance. The provisions of this Clause 15 shall be without prejudice to any rights, which the Company may have at law and shall survive the termination of this Agreement.

15.3 In the event of the Executive's engagement is terminated for whatever reason, the Executive agrees that the Company may state the reason for termination of his engagement in the announcement of the Company to be published in accordance with the Listing Rules.

16. EFFECT OF TERMINATION OF THIS AGREEMENT

16.1 The expiry or termination of this Agreement however arising shall not operate to affect any provisions, which are expressed, to operate or have effect after its termination or expiry and shall not prejudice the exercise of any right or remedy of either party accrued beforehand.

16.2 Upon termination of this Agreement pursuant to Clause 14(B), the Executive shall not have any claim against the Company (or any Member of the Group) for damages or compensation of any nature whatsoever.

16.3 Termination of engagement with the Company by the Company or the Executive will automatically result in the termination of the Executive's engagement with and/or secondment to any Member of the Group of the Company and any directorship or office which the Executive may hold with any such company (if appropriate) without giving the Executive the right to claim any damages, compensation or termination payments or benefits of any kind from any such company, all rights on termination being as set out herein are enforceable only against the Company.

16.4 In the event of the Executive's death during the Term, the Company shall have no further obligation or duty to the Executive or his estate or beneficiaries other than for the Remuneration earned by the Executive under this Agreement to the date of termination and any payments or benefits due under the Company's policies or benefit plans at the Company's absolute discretion.

17. PROTECTION OF GOODWILL

17.1 The Executive acknowledges and agrees that:

(A) the Company has invested substantial time, money and resources in the development and retention of its Inventions, Confidential Information (including trade secrets), customers,

suppliers, accounts and business partners, and that during the course of the Executive's engagement with the Company, the Executive has had and will have access to the Company's Inventions and Confidential Information (including trade secrets), and will be introduced to existing and prospective customers, suppliers, accounts and business partners of the Company;

(B) any and all **"goodwill"** associated with any existing or prospective customers, suppliers, accounts or business partners belong exclusively to the Company, including, but not limited to, any goodwill created as a result of direct or indirect contacts or relationships between the Executive and any existing or prospective customers, accounts or business partners;

(C) the Executive possesses skills that are special, unique or extraordinary to the Company and that the value of the Company depends upon his use of such skills on its behalf; and

(D) during his engagement, the Executive is likely to acquire Confidential Information or Invention belonging to the Company and any Member of the Group and to establish a personal knowledge of or influence with all persons dealing with the Company and any Member of the Group.

17.2 In recognition of the matters set out in Clause 17.1 and in order to protect the Confidential Information and goodwill of the Company and any Member of the Group, the Executive undertakes not to, without the prior written consent of the Board, during the Term and for a period of one (1) year after the termination for whatever reason of his engagement with the Company under this Agreement:

(A) be engaged, involved or interested, whether directly or indirectly, in any capacity (whether as a director, shareholder, principal, partner, consultant, employee, independent contractor or otherwise) in any business whose activities are substantially similar to or in competition with any of the business activities of any Member of the Group in Singapore or in any other place where any Member of the Group has any business activities or proposed business activities at any time during the year preceding and at the date of termination of his engagement with the Company;

(B) either on his own behalf or on behalf of any other person and whether directly or indirectly:

(I) canvass, solicit or approach or cause to be canvassed or solicited or approached for orders for any services or goods supplied by the Company or any Member of the Group, any person who, to the Executive's knowledge, at the date of the termination of the Executive's engagement or within one (1) year prior to such date is or was a client or customer of any Member of the Group;

(II) solicit or entice or try to solicit or entice away or employ or try to employ any director, manager and employee or former employee of or consultant to any Member of the Group or agent or former agent of any Member of the Group with whom the Executive had contact at any time during the last year of his engagement (including the date of termination of his engagement with the Company or any Member of the Group);

(III) interfere or seek to interfere with the continued supply to any Member of the Group (or the terms relating to such supplies) of any goods or services from any suppliers who to the Executive's knowledge supplied goods or services to any Member of the Group at any time during the last year of his engagement (including the date of termination of his engagement with the Company or any Member of the Group); or

(C) be interested in any project or proposal for the acquisition, turning to account, development of or investment in:

(I) any business or asset in which any Member of the Group was during the last one (1) year of his engagement with the Company (including the date of termination of his engagement with the Company or any Member of the Group) considering to acquire, turn to account, develop or invest, unless the Group shall have decided against such acquisition, turning to account, development or investment or invited the Executive or his associates in writing to participate in, or consented in writing to the Executive or his associates' acquisition, turning to account or development of or investment in, such business or asset; or

(II) any asset of any Member of the Group, unless such asset is offered by the relevant Member of the Group for sale to, turning to account or development by third parties; or

(III) any project(s) or proposed project(s) of the Group which is/are processed, researched, negotiated or discussed by any Member of the Group during the term of his engagement with the Company.

The Executive shall enter into a direct agreement or undertaking with any Member of the Group whereby he will accept restrictions and provisions corresponding to the restrictions and provisions in Clause 17.2 (or such of them as may be appropriate in the circumstances) in relation to such activities and such area and for such a period not exceeding one (1) year as such Member of the Group may reasonably require for the protection of its legitimate business interests.

17.3 Without prejudice to the preceding provisions of this Clause 17, the Executive shall not and shall promise that none of his associates will, for a period of one (1) year after the termination for whatever reason of his engagement under this Agreement do any of the acts or other matters described in Clauses 17.2(A), 17.2(B), 17.2(C).

17.4 The covenants contained in Clauses 17.2(A), 17.2(B), 17.2(C) and 17.3 are intended to be separate and severable and enforceable as such.

17.5 Nothing contained in this Agreement shall prevent the Executive from being the holder, for investment purpose only but not otherwise, of securities which is less than five (5)% in nominal value of any class of securities of any one company quoted on an officially recognized stock exchange **PROVIDED** that the Executive has informed the Company in writing of such holding as soon as practicable after such holding.

17.6 Whilst each of the restrictions in Clauses 12, 13 and 17 are considered to be reasonable in all the circumstances and are necessary to protect the legitimate interests of the Company and any Member of the Group, it is agreed and declared that if any one or more of such restrictions shall be judged by a court of competent jurisdiction to be void as going beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Company and/or any Member of the Group but would be valid if words were deleted from it or the period of it were reduced in scope or the area dealt with were reduced, the restrictions shall be deemed to apply with such modifications as may be necessary to make them valid and effective and any such modification shall not affect the validity of any other restriction.

18. EXECUTIVE'S DEALING IN SHARES

The Executive shall, in relation to any dealings in the shares or other securities of the Company or any other Member of the Group in which he is interested or deemed to be interested, comply with the followings: -

(A) every law, rule and regulation from time to time applicable to the Executive and such Member of the Group;

(B) the Listing Rules; and

(C) any request and/or demand from a regulatory authority with competent jurisdiction.

19. **NON-DISPARAGEMENT AND PUBLICITY**

Save as required by law, any regulatory requirements or as necessary in a pleading or other document delivered in litigation to protect the interests and rights of the Executive, the Executive irrevocably and unconditionally covenants and undertakes that:

(A) during the Term, and at all times thereafter, the Executive will not make any statement that is disparaging about any Member of the Group, any of their respective officers, employees, directors, or shareholders, including, but not limited to, any statement that disparages the products, services, finances, financial condition, capabilities or other aspect of the business of any Member of the Group;

(B) during Term, and at all times thereafter, the Executive will not engage in any conduct that is intended to inflict harm upon the professional or personal reputation of any Member of the Group or any of their respective officers, directors, shareholders or employees; and

(C) during the Term, the Executive shall not communicate with any member of the press and/or the media except with the prior written approval of the Company and then only in line with the Company's press handling policy and procedures from time to time.

20. **FURTHER RELEASES AND DISCHARGES**

The Executive hereby irrevocably and unconditionally releases and discharges any obligations of the Company (whether under the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong or otherwise) from using and/or disclosing his personal data and/or other information in relation to him for:

(A) making disclosure required by laws, rules and regulations; and/or

(B) any incidental purposes relating to the above and any other purposes which the Executive may from time to time agree.

21. **CHANGE IN THE COMPANY**

21.1 If at any time the Executive's engagement hereunder is terminated in connection with any reorganisation, reconstruction or amalgamation of the Company or any other Member of the Group whether by winding up or otherwise and the Executive receives a satisfactory offer of engagement with any company concerned with such reorganisation, reconstruction or amalgamation, on terms similar this Agreement, the Executive shall have no claim against the Company (whether for damages, compensation or otherwise) in respect of the termination of his engagement with the Company.

21.2 If at any time the Company or any other Member of the Group shall sell its undertaking and assets or a substantial part thereof to any person firm or company and the Executive receives a satisfactory offer of engagement on terms similar to this Agreement, with such Executive to terminate this Agreement forthwith, the Executive shall have no claim against the Company (whether for damages, compensation or otherwise) in respect of such termination.

21.3 For the purposes of this Clause, an offer shall be deemed satisfactory (whether or not accepted by the Executive) if it is for engagement which is of a similar nature to that hereby agreed upon and is subject to terms no less favourable to the Executive than those contained in this Agreement.

22. **SPECIFIC PERFORMANCE**

The Executive agrees and acknowledges that, unless otherwise decided by the directors of the Company, any default in the performance or obligations under Clauses 17, 18 or 19 by the Executive shall entitle the Company (for itself and as trustee for the Group) to the remedy of

specific performance or other injunctive relief (beyond any remedy of damages or monetary compensation) against the Executive in regards to such defaults.

23. **INDEMNITY**

23.1 The Executive covenants and undertakes to indemnify and keep the Company fully indemnified against any loss or liability suffered by the Company arising out of or in connection with a breach of any of the obligations of the Executive under Clauses 17, 18 or 19 together with any costs and expenses (including legal expenses) incurred as a result of such a breach.

23.2 The indemnity in Clause 23.1 shall not prejudice any other rights and remedies of the Company in relation to the breach of the obligations under this Agreement.

24. **GENERAL PROVISIONS**

24.1 Further Assurance: Each party agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement and the transactions contemplated by it.

24.2 Supremacy of Agreement: If any of the provisions of this Agreement are inconsistent with, or conflict with, any of the provisions of previous agreement between the Company and the Executive, if any, then the provisions of this Agreement shall prevail.

24.3 Entire Agreement: This Agreement (together with any document described in or expressed to be entered into in connection with this Agreement) constitutes the entire agreement between the parties in relation to the engagement hereunder and supersedes any previous agreement between the parties in relation to such engagement hereunder. It is agreed that:

(A) no party has entered into this Agreement in reliance upon any representation, warranty or undertaking of any other party which is not expressly set out or referred to in this Agreement; and

(B) except for any breach of an express representation or warranty under this Agreement, no party shall have any claim or remedy under this Agreement in respect of misrepresentation or untrue statement made by any other party, whether negligent or otherwise, and whether made prior to or after this Agreement, **PROVIDED THAT** this Clause 24.3 shall not exclude liability for fraudulent misrepresentation.

24.4 Remedies Cumulative: Any right, power or remedy expressly conferred upon any party under this Agreement shall be in addition to, not exclusive of, and without prejudice to all rights, powers and remedies which would, in the absence of express provision, be available to it; and may be exercised as often as such party considers appropriate.

24.5 Waivers: No failure, relaxation, forbearance, indulgence or delay of any party in exercising any right or remedy provided by law or under this Agreement shall affect the ability of that party subsequently to exercise such right or remedy or to pursue any other rights or remedies, nor shall such failure or delay constitute a waiver or variation of that or any other right or remedy. No single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

24.6 Severability: The parties intend that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws applied in each jurisdiction in which enforcement is sought. If any particular provision or part of this Agreement shall be held to be invalid or unenforceable, then such provision shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. The parties shall use all reasonable endeavours to replace the

invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

24.7 Variation: No variation of any of the terms of this Agreement (or of any document described in or expressed to be entered into in connection with this Agreement) shall be effective unless such variation is made in writing and signed by or on behalf of each of the parties. The expression "Variation" shall include any variation, supplement, deletion or replacement however effected.

24.8 Assignment: None of the rights and duties of the Executive under this Agreement may be assigned, transferred or subcontracted, unless the Company in its absolute discretion agrees in writing.

24.9 Counterparts: This Agreement may be executed in any number of counterparts all of which, taken together, shall constitute one and the same agreement. Any party may enter into this Agreement by executing any such counterpart.

24.10 Payment in lieu of Notice: The Company may pay the Executive the proportionate part of his Remuneration in lieu of giving notice pursuant to this Agreement and, without limitation, if the Company gives to the Executive less than the full period of notice to which he is otherwise entitled, the Company may at any time pay to the Executive such Remuneration in lieu of the balance of the notice period.

24.11 Deduction: The Company shall be entitled to deduct from the Executive's remuneration any sums owed by the Executive to the Company or to any Member of the Group.

24.12 Independent legal advice: The Executive acknowledges and agrees that Guantao & Chow only acts for the Company in this Agreement and that the Executive has been advised by the Company to seek independent legal advice in connection with this Agreement.

25. NOTICES

25.1 Any notice to be given under this Agreement shall be in English and made in writing and may be delivered personally or sent by prepaid letter (airmail if overseas) or facsimile transmission. A notice shall be sent to the addressee (marked for the attention of the appropriate person) at its address or facsimile number set out below or to such other address or facsimile number as may be notified by such addressee to the other party from time to time for the purposes of this Clause.

25.2 Notices shall be given as follows:

(A) to the Company:

address:	10 Admiralty Street #02-47 North Link Building Singapore 757695
facsimile:	(65) 6555 1682
marked for the attention of:	The Board of Directors

(B) to the Executive:

address:	17 Fernvale Lane #19-19 Singapore (797498)
facsimile:	(65) 6555 1682

25.3 A notice shall be deemed to have been served:

(A) if personally delivered, at the time of delivery;

(B) if posted, 48 hours after the time of posting;

(C) if communicated by facsimile transmission, at the time of transmission.

26. **PERSONAL DATA**

The Executive hereby consents to the Company using, disclosing and/or processing personal data relating to the Executive for legal, personal, administrative and management purposes, including monitoring and recording any use that the Executive may make of the Company's electronic communications systems (such as emails) for the purpose of ensuring that the Company's policies are being complied with and for legitimate business purposes. The Company may make available the Executive's personal data to any of its Group entities, those who provide products or services to the Company (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Group entities or the business in which the Executive works for. The Executive hereby consents to the disclosure, processing and/or transfer of his personal data to any of the Group entities or business contacts outside Singapore in order to further the business interests of the Group in accordance with the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) ("**PDPA**"). The Executive is required to comply with the PDPA when handling personal data in the course of his engagement including personal data relating to any employee, customer, client, supplier or agent of the Group.

27. **SURVIVING PROVISIONS**

The provisions of Clauses 1, 13, 15, 16, 17, 20, 21, 22, 23, 24, 26, 27 and 28 shall remain in full force and effect notwithstanding the termination or expiry of this Agreement.

28. **GOVERNING LAW AND JURISDICTION**

28.1 Governing Law: This Agreement (together with all documents referred to in it) shall be governed by and construed and take effect in accordance with the laws of Singapore (which each of the parties considers to be suitable to govern the international commercial transactions contemplated by this Agreement).

28.2 Jurisdiction: With respect to any question, dispute, suit, action or proceedings arising out of or in connection with this Agreement (the **"Proceedings"**), each party irrevocably:

(A) submits to the non-exclusive jurisdiction of the courts of Singapore; and

(B) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

Nothing in this Agreement precludes either party from bringing Proceedings in any other jurisdiction nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.

EXECUTION PAGE

IN WITNESS whereof, the parties hereof have duly executed this Agreement the day and year first above written.

SIGNED by)
)
for and on behalf of)
HKE HOLDINGS LIMITED)
in the presence of: -)

Lee Shu Hoen

SIGNED by)
Ryan Ong Wei Liang (王威量))
in the presence of :-)

Lee Shu Hoen