

THIS AGREEMENT (the "Agreement") is entered into on 24 September 2019 by and between:

- (1) **LIM Advisors Limited** (the "Company"), a company incorporated in Hong Kong and whose registered office is at the office of 19<sup>th</sup> Floor, Ruttonjee House, 11 Duddell Street, Central, Hong Kong; and
- (2) **LI, Longxin**, holding Hong Kong Identity Card # M022058(8) (the "Intern,"), whose principal residence is at Flat A, 20th Floor, Wang Fai Mansion, Wang On Road, Fortress Hill, Hong Kong.

(each a "Party" and, together, the "Parties").

**Background:**

The Company wishes to appoint the Intern, and the Intern wishes to accept such appointment, to provide advice and support to the Company and Group Companies subject to the terms and conditions of this Agreement.

**THEREFORE, THE PARTIES AGREE THAT:**

**Article 1. APPOINTMENT OF THE INTERN**

The Company hereby appoints the Intern with effect from the later of (i) 8 October 2019 and (ii) the first business date after the sponsored working visa is issued, for the period ending on the date specified in Article 13 (Termination) (such period, the "Internship"), to provide support to the Company in relation to such matters as the Company may from time to time decide. The Intern hereby accepts such appointment on the terms and conditions set out in this Agreement.

**Article 2. DUTIES AS INTERN**

The Intern shall perform such duties and comply with such directions as the Company, or any person authorised by the Company for this purpose, may from time to time assign or give to the Intern. During the Internship, the Intern is expected to devote his full business time and attention to the performance of such duties. The Intern will perform his duties faithfully, diligently, and competently, in a professional manner, in accordance with applicable laws and regulations, Company policies, and this Agreement.

**Article 3. REMUNERATION**

The Company will pay the Intern HKD5,850 per week (the "Wages"), which will be paid at the end of each month. The Intern will not be paid for public holidays or for weekdays when the office is closed during business hours due to weather. The Intern will be paid for work on public holidays provided the work has been preapproved by his supervisor. The Intern will complete a monthly timesheet which is to be approved by the Intern's direct supervisor and submitted to the Company.

The Company shall reimburse preapproved expenses reasonably incurred by the Intern in carrying out his duties under this Agreement (the "Expenses"). The expenses will be

reimbursed upon production of supporting invoices. Alternatively, the Company will pay these expenses directly.

Your normal working hours are from Monday through Friday: 8:30 a.m. to 6:30 p.m. You may also be required to work such additional hours as are necessary for the proper performance of your duties. No overtime will be paid in respect of any such additional hours worked.

The Wages and Expenses shall be paid according to the following banking instructions:

Beneficiary Bank : Hang Seng Bank

Account Name : LI, Longxin

Account Number : 222-649014-882

#### **Article 4. RELATIONSHIP**

The Intern agrees that this Agreement does not constitute an employment relationship between him/her and the Company or any Group Company. The Intern agrees that she will be responsible for her tax filings in Hong Kong and all other relevant jurisdictions.

#### **Article 5. CONFIDENTIALITY**

During and after the Internship, the Intern has a personal responsibility to protect and maintain the confidentiality of information belonging or relating to the Company and Group Company and its or their past, present or prospective clients. Accordingly, the Intern must not, except as authorised or required by a competent court, or except if such information is in the public domain (other than as a result of a breach of the Intern's obligations under this Contract), disclose to any person whatsoever or otherwise in any way make use of any secret, proprietary or confidential information in whatever form which the Intern has or may have acquired in the course of the Internship with the Company concerning the business, affairs, finance, investment activity, investment record, operations, clients or trade connections of the Company or any Group Company or any of its or their suppliers, agents or clients and the Intern must use his best endeavours to prevent the unauthorised publication or disclosure of any such confidential or secret information. This obligation will continue after the termination of the Internship (whether terminated lawfully or not) unless and until any such information comes into the public domain (other than through any breach of this provision by the Intern). The Intern acknowledges that the unauthorized use or distribution of information learned in the course of the Internship with the Company could contravene criminal law and applicable regulations. Confidential information includes all information which would reasonably be regarded as confidential (including, but not limited to, client names, client contact details, client business, transaction details, business plans of the Company or Group Company) or is otherwise marked as such.

Upon the termination of the Internship (however so arising), the Intern may not take or retain physical, hard, electronic or soft originals or copies of any Company property of any kind, any documents, any software programs, any Company personnel, client or investor lists, any marketing contact lists or general databases, any portfolio valuations or

information on investment activity. When the Internship ends or at any time the Company makes a request, the Intern must immediately return to the Company all Company property or information and data (whether original or copies and regardless of the format) the Intern possesses, holds, carries, retains or has left with or given to any third party on the Company, its clients, its investments, its products, its investment strategies, its research and its software.

Each subdivision of this Article 5 constitutes an entirely separate and independent restriction on the Intern. If any of these restrictions is held to be unenforceable, it is intended and understood by the Intern, the Company and Group Company that the remaining restrictions are unaffected. If any subdivision of this Article 5 is void but would be valid if some part of the restriction were deleted, the subdivision applies with such modifications as may be necessary to make it valid.

#### **Article 6. PERSONAL INFORMATION COLLECTION STATEMENT**

By signing this Agreement, the Intern acknowledges that the Company may collect, store and process personal data from the Intern for use in relation to the Internship and for various purposes. The Intern also agrees that the personal data that the Company has collected may be transferred to any Group Company; the Company's insurers and bankers; and other entities engaged in contractual activities on the Company's behalf, in each case to be used only for those purposes for which the personal data are stated to be used as described above.

It is the Company's policy to retain certain personal data of interns when the Internship ends. Such data are required for us to fulfil contractual or statutory obligations.

Under the Personal Data (Privacy) Ordinance, the Intern has a right to request access to, and to request correction of, his personal data in relation to the Internship.

#### **Article 7. INTELLECTUAL PROPERTY**

"Intellectual Property Rights" include all copyrights, know-how, patents, utility model rights, trademarks, design rights and the rights to obtain or apply for such rights or any other intellectual property rights.

The Intern agrees, both during and after the termination of the Internship, to sign all documents and do everything necessary or desirable at the Company's reasonable expense to obtain, maintain or enforce the Company's rights to Intellectual Property under this article and to enjoy the full benefit of this article. This includes (at the Company's discretion) applying for or joining in any application which may be made in the Company or Group Company's name of any Intellectual Property.

The Intern irrevocably authorises the Company to appoint a person to execute any documents and to do everything necessary to effect her obligations under this article on her behalf. To the maximum extent permissible and subject to applicable law, the Intern waives all moral rights, and similar rights in any Intellectual Property to which the Intern would otherwise be entitled under the law of any relevant jurisdiction.

This Article 7 shall survive the termination of this Agreement for any reason and is subject to applicable law. Each of the provisions in each paragraph of this Article 7 will be

enforceable independently of each of the others and its validity will not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it valid, provided that such modification does not materially change the spirit of the provision.

#### **Article 8. NON-SOLICITATION**

The Intern hereby covenants with the Company (for itself and on behalf of each other Group Company) as follows:

- (A) The Intern shall not, during the Internship and for a period of six months after the termination of the Internship (however so arising), either on her own account or in conjunction with or on behalf of any other person, solicit or entice away or endeavour to solicit or endeavour to entice away from the Company and/or any other Group Company, any individual who is an analyst, portfolio manager, department head or a director or officer of the Company and/or any other Group Company with whom he/she had direct dealings with during the Internship.
- (B) The Intern shall not, during the Internship and for a period of six months after the termination of the Internship (however so arising), either on her own account or in conjunction with or on behalf of any other person, solicit or interfere with, entice away or have any dealings with, or attempt to solicit, or attempt to interfere, or attempt to entice away or attempt to have any dealings with the Company's and/or any other Group Company's client, investor, shareholder or unit holder of any collective investment scheme managed or advised by the Company and/or any other Group Company.

Each of the restrictions contained in this article are considered reasonable by the parties, and necessary for the protection of the legitimate interests of the Company and any Group Company. If, however, any restriction is found to be void or unenforceable but would be valid and enforceable if some part(s) are deleted, such restriction shall apply with such modification as may be necessary to make it valid and enforceable. The covenants in this article are for the benefit of the Company itself and as trustee for each Group Company. If, during any period during which the covenants in this article apply, any person offers to the Intern any arrangement or contract which might or would cause him/her to breach any of the covenants, he/she will notify that person of the terms of this clause.

#### **Article 9. COMPLIANCE OBLIGATIONS**

The Intern is required to uphold the highest standards of regulatory compliance, integrity and business ethics. The Company has a Compliance Manual, which may be updated from time to time, and the Intern will be required to understand and abide by it at all times. In addition, failure to do so (or to abide by other relevant securities laws and regulations) are grounds for immediate termination of the Internship.

Because the Company is regulated by the Hong Kong Securities and Futures Commission and our activity subject to securities laws and regulations in various countries where we

are active and trade, the Intern must receive prior permission from either the Managing Director or the Compliance Officer to trade or make any investment in any security or investment for his own account or his direct or indirect benefit (including, if appropriate, the benefit of family members and spouse).

The Intern is required to maintain a clean legal and criminal record during the Internship and must notify the Company immediately of any criminal or civil lawsuit action or charge filed or brought against him/her.

#### **Article 10. CONFLICTS OF INTEREST**

The Intern is required to disclose any employment, office, directorship, significant interest, equity stake or partnership in any company, partnership, enterprise or interest anywhere in the world or any other relationship or involvement which may be or may be construed as a conflict with the activities and interest of the Company and its clients. The Intern is also required to seek the Company's prior written consent before becoming an employee, officer, director or partner of any company or partnership anywhere in the world. The Intern must ensure that any such employment, office, directorship or partnership does not bring him/her into conflict with any obligations he/she have to the Company and its clients.

#### **Article 11. PRESS/PUBLICITY POLICY**

The Intern is required to seek prior permission from the Company before speaking to the press, providing any written or oral comments, statements or opinions to the press or appearing on any television or radio broadcast where the name of the Company and any Group Company and any of their clients or employees may appear or be mentioned.

#### **Article 12. EQUAL OPPORTUNITIES**

The Company has an equal opportunities policy and the Intern is required to refrain from any discrimination, harassment, victimisation or vilification which is prohibited by local laws. The Intern is required to comply with any equal opportunities policy implemented by the Company from time to time.

#### **Article 13. TERMINATION**

This Agreement will terminate on 20 December 2019 or with one week's prior written notice by either party. Upon termination, this Agreement shall cease to be of further effect and no party shall be under any liability to any other in respect of this Agreement except for the Intern's obligations under Article 5 (Confidentiality) which shall remain in full force and effect.

#### **Article 14. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The Parties agree to submit to the exclusive jurisdiction of the Hong Kong courts and

tribunals in relation to any claim, dispute, or matter arising out of or relating to this Agreement.

**Article 15. MISCELLANEOUS**

“Group Company” refers to each associated company of the Company, each company of which the Company or any such associated company holds or controls more than 30% in the nominal value of the shares in issue carrying voting rights, and each parent undertaking and subsidiary undertaking of the Company. “Associated company”, “parent undertaking” and “subsidiary undertaking” shall have the meanings ascribed to them in the Hong Kong Companies Ordinance.

In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the extent permitted by law.

In witness whereof this Agreement has been entered into on the date first written above.

Signed by )  
*Li Longxin* )  
 )

Witnessed by )  
Print name LI, Longxin )

Signed by )  
For and on behalf of )  
LIM ADVISORS LIMITED )

Witnessed by )  
Print name )