

THIS AGREEMENT is made on **25 April 2022** /

BETWEEN

- (1) **ZUU Digital Financial Services Limited** ("ZUU"), a company incorporated in Hong Kong and whose registered office is at Flat 1309, 13/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong, a licensed corporation regulated by the Insurance Authority ("IA"); and
- (2) **Cui Xiangying** (holder of HKID no. F041274(7)) of Room RD, 52/F, Block 8, The Lohas Park Le Prestige, Tseung Kwan O, N.T. (hereinafter called the "**Consultant**") of the other part.

WHEREAS ZUU provides a wide range of financial services to their clients and ZUU has agreed to engage the Consultant to provide Services in relation to the Business.

WHEREBY IT IS AGREED as follows:-

1. Interpretation

The following definitions apply in this Agreement unless the context requires otherwise.

**Business** means any and all the products and services provided by ZUU including general insurance, MPF and insurance related advisory or similar services that the ZUU considers from time to time, in its complete discretion, to form part of the Business.

**Confidential Information** means all unpublished information of or relating to ZUU and the Business including any personal data of any of the clients or prospective clients of ZUU and any information that ZUU or its affiliated companies may owe confidentiality obligations in respect of that information. It includes but not limited to information comprising know-know, trade secrets, designs, processes, plans, procedures, manuals, business records, notes, accounting procedures or financial information, name and details of clients, suppliers and agents, employee details.

**Client** means any person to whom the Consultant introduces or refers to ZUU in the performance of the Business.

**Financial Service Company** means any financial and insurance product/service providers or any insurance broker, insurance agent, investment advisor, securities dealer, fund manager, money broker, money lender, bank, real estate agent or financial planning company.

## 2. The Services

- a) Effective from the date of this Agreement, the Company will engage the Consultant in providing insurance related services.
- b) The Consultant will provide the following services to the client:  
Solicits and manages clients to subscribe to the Business in compliance with relevant laws and regulations and the Company's Compliance Manual and Key Operating Procedures.
- c) The Consultant shall provide services exclusively to ZUU and shall not become an employee (full time or part time) of any company. The Consultant shall not provide any services (with remuneration or otherwise) or enter into any agreement or arrangement with any Financial Service Company or any company providing any products and services similar to the Business without the prior written consent of the Company. The Consultant shall not sell, introduce or refer any Clients any product/service which is not approved by the Company.

## 3. The Consultant's Undertakings

- a) The Consultant shall hold all necessary licenses and authorization to engage in the introduction/referral of Clients to relevant ZUU and in accordance with the performance of the Business.
- b) The Consultant shall not advertise or use the name of ZUU without the prior written consent of such party.
- c) The Consultant shall not do or commit any act or thing which would or might prejudice or bring into disrepute in any matter the business or reputation of ZUU or their officers or employees.
- d) The Consultant agrees not to do, or omit to do any act, or cause any act to be done or omission that might cause a breach of the terms and conditions of services entered into by the Client with ZUU.
- e) The Consultant agrees not to engage, or attempt to engage in any activity or conduct which may violate any applicable laws regulatory requirements in Hong Kong, in particular, Guidelines, Code of Conduct and Code of Practice as adopted by The Insurance Authority and the Professional Insurance Brokers Association.

- f) The Consultant undertakes to ZUU that, in soliciting the sale of or recommend any financial product to the Client, the Consultant shall act in good faith and use their best efforts, to ensure the financial product must be reasonably suitable for the Client having regard to his/her financial situation, investment experience and investment objectives.
  - g) The Consultant undertakes to ZUU that, in soliciting any client for ZUU, the Consultant shall act in good faith and use their best effort, to ensure the accuracy and compliance with ZUU's Know Your Client and Anti-Money Laundering procedures.
  - h) The Consultant agrees to inform ZUU immediately if it becomes aware of any activity by any person, including the Consultant and his/her Clients, that may result in it being involved in the violation of any applicable laws and regulatory requirements in Hong Kong.
  - i) The Consultant shall be solely responsible for any travelling, accommodation, entertainment and/or other expenses which he/she may incur in the performance of the Business. The Consultant acknowledges that ZUU has no responsibilities in this connection at all.
  - j) The Consultant shall comply with all applicable laws and regulatory requirements while providing the Consultant's Services. The Consultant agrees to comply with the Compliance Manual and Operating Procedures issued and modified by the Company from time to time.
  - k) The Consultant shall be solely responsible to make the necessary and applicable applications in connection with any working visa(s)/permit(s) and any other relevant documents (in whichever applicable jurisdiction that may be involved) so as to facilitate/allow him to perform his obligations under this Agreement. Accordingly, the Consultant shall be solely responsible, where required, for submitting his application(s) for working visa(s)/permit(s) and or other relevant documents to the relevant authorities concerned. In this regard, the Consultant undertakes to obtain the necessary professional advice to safeguard his legal position at his own costs. For clarity, the Consultant undertakes that the Company shall have no responsibilities in this connection at all.
4. The Consultant shall not at any time whether during or after the termination of this Agreement use any Confidential Information for the purpose other than for performing his obligations under this Agreement. The Consultant agrees to keep the Confidential Information confidential, maintain proper and secure custody of all Confidential Information, not to allow any persons to have unauthorized access to copy, retain or use any Confidential Information and not to disclose any Confidential Information. As soon as practicable after the

10. This Agreement shall be governed by and construed in accordance with Hong Kong Law and the parties hereto agree to submit to the exclusive jurisdiction of the Hong Kong courts.

**IN WITNESS WHEREOF** this Agreement has been signed on the day and year first before written

Signed by

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on behalf of

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**ZUU Digital Financial Services Limited**

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Alice Cheng  
HR & Admin Manager

Signed by

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**Cui Xiangying**

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