



THIS AGREEMENT is made on 4 February 2022

BETWEEN

- (1) **Venture Smart Asia Limited** ("VSAL"), a company incorporated in Hong Kong and whose registered office is at 23/F., Lee Garden Five, 18 Hysan Avenue, Causeway Bay, Hong Kong, a licensed corporation regulated by SFC for types 1 (dealing in securities), 4 (advising on securities) and 9 (asset management) regulated activities pursuant to the SFO ("VSAL"); and
- (2) **Wong Sze Wai**, holder of HKID No. Z721733(2) of Flat H, 11/F, Tai Shan Mans - Taikoo Shing, 7 Taikoo Shing Rd, HK (hereinafter called the "Consultant") of the other part.

WHEREAS VSAL and its fellow subsidiaries and group companies (hereinafter together the "VS Group", where such group member(s) hereinafter "VS Group Member(s)") provides a wide range of financial services to their clients and VSAL 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 VS Group Member(s) including money lending, stock brokerage, private equity, placement of bonds and funds, insurance brokerage, discretionary investment management, investment advisory services, financial planning services, wealth management, business consulting services, overseas real estate agency services, accounting and company secretarial services, and such other related or similar services that the VS Group 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Confidential Information means all unpublished information of or relating to VS Group and the Business including any personal data of any of the clients or prospective clients of VS Group and any information that VS Group 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 VS Group 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.

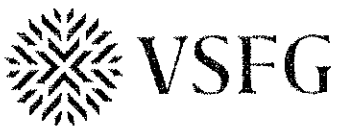
2. The Services

- a) Effective from the date of this Agreement, the Company will engage the Consultant.
- b) The Consultant will provide the following services to VS Group:
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 VS Group 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 VS Group Member(s), and in accordance with the performance of the Business.
- b) The Consultant shall not advertise or use the name of any VS Group Member(s) 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 any VS Group Member(s) 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 any VS Group Member(s).
- 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, the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission.

- f) The Consultant undertakes to VSAL 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 VSAL that, in soliciting any client for VSAL, the Consultant shall act in good faith and use their best effort, to ensure the accuracy and compliance with VSAL's Know Your Client and Anti-Money Laundering procedures.
 - h) The Consultant agrees to inform VS Group 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 VSAL and/or VS Group 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 termination of this Agreement or upon request by VSAL and/or VS Group, the Consultant



shall deliver all Confidential Information which is in his/her possession, custody or control whether it is in a physical, electronic or any other form whatsoever (including any copies of any Confidential Information) to VS and/or VS Group. To the extent such copy of any Confidential Information is not capable of being delivered to VSAL and/or the VS Group, the Consultant shall completely destroy and erase such copies of Confidential Information such that recovery of such Confidential Information shall be impossible.

5. VSAL shall procure to register the Consultant as licensed representative and/or technical representative of the relevant VS Group Member(s) within the relevant and requisite regulatory authorities, the Consultant shall provide complete and accurate information and co-operate towards such registration, although all relevant fees for such registration would be payable by the Consultant.
6. The parties enter into this Agreement on a principal-to-principal basis. The Consultant is acting solely as a consultant to the Company and is not an agent, partner or employee of the Company and is independently responsible for its own actions or omissions. Each of the parties acknowledge that it has no power or authority to bind the other to any contract, agreement or commitment, and hereby agrees that, unless it shall receive specific written authorization from the other to do so, it shall neither (a) hold itself out as having power or authority to enter into any contract, agreement or commitment in the other's name or on the other's behalf or to otherwise bind the other to any contract, agreement or commitment, nor (b) take any actions, directly or indirectly, which would cause the other to become a party to any contract, agreement or commitment or otherwise commit the other or any third party to be agent of the other or otherwise to have the power and authority to bind the other, or use or publish the other's name in any manner or otherwise take or omit to take any action that may adversely affect the reputation of the other.
7. Indemnities & Set-off
 - a) The Consultant shall indemnify the Company against all claims, losses, expenses, actions, and proceedings (including legal fees on a full indemnity basis) arising out of and/or in connection with any breach of the terms and/or conditions of this Agreement by the Consultant (a *Loss*).
 - b) In the absence of wilful default or fraud on the part of VSAL or its officers or employees, VSAL shall not be responsible for any actual or potential liability, loss, damage, costs or any other expenses (including any consequential losses) with the Consultant or his/her Clients may sustain or suffer as the result of, or in the course of the provision by, VSAL of the services to the Consultant or his Clients.

- c) VSAL and/or the VS Group shall be entitled, at any time, to deduct any Loss or any amount actually or contingently due from, or liability incurred by, the Consultant to VSAL and/or VS Group (for any reason, including but not limited to any actual, potential or contingent liability under any provisions within this Agreement) and set-off against any amount held by VS Group to the Consultant's account or any loans or debts or liabilities owed by VS Group to the Consultant.

8. Financial Arrangement

- a) Commissions would be paid by VSAL and/or VS Group to the Consultant in accordance with the relevant schedules and/or memorandums set out by VS Group and duly notified to the Consultant from time to time. VSAL and/or VS Group shall have the right to unilaterally vary the commission rates as set out in the relevant schedule and/or memorandum from time to time by giving no less than 14 days' notice to the Consultant.
- b) The Consultant acknowledges that VSAL and/or VS Group may inform the Clients of any such commissions paid to his/her Clients.
- c) If VSAL and/or VS Group is required under the terms of any distribution agreement to refund any commission or fees to any product/service providers, the Consultant shall immediately repay VSAL and/or VS Group the relevant commission received by the Consultant in relation to such products and services.
- d) The Consultant shall be solely responsible for the payment of his appropriate tax within whichever jurisdiction as shall be applicable. Accordingly, the Consultant shall be solely responsible, where required, for submitting his tax return(s) to the necessary and applicable authorities concerned. In this regard, the Consultant undertakes to obtain the necessary professional advice for to safeguard his legal and tax position at his own costs. For clarity, the Consultant undertakes that the Company shall have no responsibilities in this connection at all.

9. Termination

- a) The engagement can be terminated by either party with 30 days prior written notice to the other party;
- b) VSAL may terminate this Agreement immediately without compensation for any breach of terms and conditions of this Agreement;
- c) Clauses 4, 7 and 8 shall survive termination of this Agreement.

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

on behalf of

Venture Smart Asia Limited

Signed by

Name

Wong Sze Wai

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