

Dated **26 June 2024**

GREATVIEW ASEPTIC PACKAGING COMPANY LIMITED
and
BI HUA, JEFF

DIRECTOR'S SERVICE CONTRACT

Contents

Clause	Page
1 Interpretation.....	1
2 Appointment.....	4
3 Duration.....	4
4 Executive duties.....	5
5 Hours and place of work.....	6
6 Remuneration	6
7 Deductions.....	7
8 Expenses.....	7
9 Leave.....	7
10 Sickness benefits.....	8
11 Social insurance scheme and medical insurance.....	8
12 Restrictions on other activities by the Executive.....	9
13 Personal information and interests	10
14 Confidentiality undertaking	10
15 Inventions and other intellectual property.....	11
16 Termination.....	12
17 Restrictive covenants	15
18 Notices.....	18
19 Miscellaneous	19
20 Indemnity -	20
21 Applicable law, court jurisdiction and address for service.....	21
22 Acknowledgment.....	21

THIS AGREEMENT is made on the 26 June 2024

BETWEEN

- (1) **GREATVIEW ASEPTIC PACKAGING COMPANY LIMITED**, a company incorporated in the Cayman Islands whose registered office is at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands (the **Company**)

- (2) **BI HUA, JEFF** of Flat C, 33/F, Tower 5, North Court, 1 Mei Tin Road, Festival City, Phase 2, Tai wai, Sha Tin, New Territories, Hong Kong (the **Executive**)

IT IS AGREED as follows:

1 Interpretation

1.1 In this Agreement, unless the context otherwise requires the following expressions shall have the following meanings:

- “Agreement”** means this Director’s Service Contract, as amended from time to time;

- “Articles”** means the articles of association of the Company adopted on the Listing Date and includes any amendments thereto from time to time;

- “Associates”** has the meaning ascribed to the term in the Listing Rules;

- “Board”** means the board of directors for the time being of the Company;

- “Business”** means all the business and affairs carried on from time to time by the Group;

- “Business Day”** means a day (other than Saturday or Sunday) on which banks are ordinarily open for the transaction of normal banking business in Hong Kong;

“Business Invention”

means any concept, idea, invention or improvement, design, process, information, copyright work, trade mark or trade name or get-up made or other IP Rights, created or discovered by the Executive during the course of, or in connection with the Employment (whether capable of being patented or registered or not and whether or not made or discovered in the course of the Employment) in any way affecting, relating to or connected with the Business or capable of being used or adapted for its use;

“Confidential Information”

means lists and details of suppliers and their terms of business, details of customers and their requirements, the prices charged to and terms of business with customers, discounts, mark-ups, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), future business strategy, price-sensitive information, any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, inventions, secret processes, designs (including but not limited to aseptic packaging, spare parts for filling machines and filling machines), formulae and product lines, any information which the Executive is told is confidential and any information which has been given to the Company or any Group Company in confidence by customers, suppliers or other persons;

“Controlled Corporation”

means a corporation (wherever incorporated) which is accustomed or obliged to act (or whose directors are accustomed or obliged to act) in accordance with the Executive’s directions or instructions, or in respect of which the Executive is entitled (whether directly or through another corporation) to exercise or control the exercise of one-third or more of the voting power at general meetings;

“Employment”

means the Executive’s employment set out in this Agreement;

“Group”	means the Company and its subsidiaries from time to time and a “member of the Group” or a “Group Company” shall be construed accordingly;
“HK\$”	means Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC;
“IP Rights”	means copyright (including rights in computer software), patents, trade marks, trade or brand names, service marks, business names (including internet domain names), design rights, database rights, semi-conductor topography rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not), and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) which may now or in the future subsists anywhere in the world;
“Listing Date”	means the first day on which dealings in the shares of the Company commence on the Stock Exchange;
“Listing Rules”	means the Rules Governing the Listing of Securities on the Stock Exchange;
“PRC”	means the People’s Republic of China, which for the purpose of this Agreement, excludes Hong Kong, Macau Special Administrative Region and Taiwan;
“Remuneration Committee”	means the remuneration committee of the Company;
“RMB”	means Renminbi, the lawful currency of the PRC;
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited;
“Takeovers Code”	means the Codes on Takeovers and Mergers and Share Repurchases;
“Termination”	means termination of this Agreement howsoever; and

“Termination Date” means the date the Termination becomes effective.

- 1.2 References herein to clauses are to clauses in this Agreement and references to sub-clauses are to sub-clauses of the clauses in which they respectively appear.
- 1.3 References to “subsidiaries” and “holding company” shall be construed in accordance with section 2 of the Companies Ordinance (Cap. 32 of the Laws of Hong Kong), as amended from time to time;
- 1.4 Headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.
- 1.5 The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.
- 1.6 References to persons shall include references to individuals, bodies corporate, firms, companies, government, state or agencies of a state or any joint venture, association or partnership (whether or not having any separate legal personality).
- 1.7 Unless the context requires otherwise, words importing the singular only shall include the plural and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter gender and vice versa.

2 Appointment

The Company shall employ the Executive and the Executive agrees to act as an executive director of the Company on and subject to the terms and conditions set out in this Agreement and subject to the Articles.

3 Duration

- 3.1 The Employment shall commence immediately and, subject to clause 16, shall continue for a period of two years unless terminated by either party giving to the other not less than three months notice in writing. This Agreement shall supersede the Executive’s previous service contract with the Company with immediate effect.
- 3.2 The Executive represents and warrants that 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 hereunder.

4 Executive duties

4.1 The Executive shall, during the continuance of the Employment:

- (a) be responsible for the day-to-day and overall management, strategic planning and development of the Group;
- (b) faithfully and diligently serve the Company as an executive director and, in such capacity, perform the duties and exercise the powers from time to time assigned to or vested in him by the Board;
- (c) in pursuance of his duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require and, without limiting the generality of this clause 4.1 to act as a director of the Company and of each of its subsidiaries; and he will perform those duties at such place or places in Hong Kong, the PRC, Switzerland or elsewhere as the Board may from time to time determine;
- (d) comply with and conform to any lawful instructions or directions from time to time given or made by the Board and devote the whole of his time, attention and skill to his duties and use his best endeavours to promote, develop, grow and expand the business and to maximise the interests of the Group as a whole;
- (e) devote himself faithfully and diligently to the business and interests of the Group and personally attend thereto at all times as the Company may reasonably require (without further remuneration unless otherwise agreed) except in case of incapacity through illness or accident in which case he shall forthwith notify the secretary of the Company of such incapacity and shall furnish to the Board such evidence thereof as it may require;
- (f) keep the Board promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the Company or the Group and provide such explanations as the Board may require in connection therewith;
- (g) carry out his duties and exercise his powers jointly and collectively with any other director or executive of any member of the Group as shall from time to time be appointed by the Board and the Board may at any time require the Executive to cease performing or exercising any of his duties or powers under this Agreement;
- (h) keep abreast of his responsibilities as a director of the Company and of the conduct, business activities and development of the Group;
- (i) ensure that he is fully aware of and comply with his legal obligations, and all his obligations under the Articles, Listing Rules (including but not limited to Appendix 10 of

the Listing Rules regarding the Model Code for Securities Transactions by Directors of Listed Issuers and Appendix 14 of the Listing Rules regarding the Code on Corporate Governance Practices), the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), the Takeovers Code and other relevant regulations, applicable laws, codes, guidelines and requirements, as a director of the Company;

- (j) comply with all the Company's rules, regulations, policies and procedures from time to time in force; and
- (k) assist the joint sponsors and the compliance adviser of the Company to perform their roles under the Listing Rules.

5 Hours and place of work

- 5.1 The Executive shall work such hours as are necessary for the proper performance of his duties.
- 5.2 The Executive's place of work will initially be the Company's offices at 14 Jiuxianqiao Road, Chaoyang District, Beijing 100016, PRC, but the Company may require the Executive to work at any place within the PRC or elsewhere on either a temporary or an indefinite basis. The Executive will be given reasonable notice of any change in his place of work.
- 5.3 If the Executive's principal place of work is changed to a location which is outside reasonable commuting distance from his home, the Company will reimburse his reasonable removal costs, estate agents' and solicitors' fees in accordance with its relocation policy from time to time in force.

6 Remuneration

- 6.1 The Executive shall be entitled to a salary at the rate of HK\$200,000 per annum, payable by four (4) equal instalments, each (together with any board meeting attendance fee) will be paid on 9th of the last month of each quarter or upon termination of the Appointment.
- 6.2 The Remuneration Committee will review the Executive's salary annually.
- 6.3 The Executive shall also at the absolute discretion of the Board be entitled to receive by way of further remuneration a discretionary bonus of such amount as the Board may at its sole discretion determine, in respect of each complete financial year of the Company during which the Employment subsists, by reference to the performance of the Group and the Executive.
- 6.4 Subject to the decision of the Remuneration Committee, the Company may, at its sole discretion, also grant options to subscribe for shares in the Company to the Executive in accordance with the share options schemes adopted or to be adopted by the Company.

- 6.5 The Executive shall be solely responsible for all taxes payable in respect of his salary and other allowances and benefits payable to the Executive or to which the Executive is otherwise entitled under this Agreement.
- 6.6 The Company may direct any of its subsidiaries to pay the Executive his remuneration for the Employment as set out in this clause 6 in whatever currency the Company deems fit. The payment by any member of the Group of the remuneration of the Executive for his Employment as set out in this clause 6 shall be deemed to be a full discharge of the Company's obligations under this clause 6.
- 6.7 The Executive hereby confirms and acknowledges that, notwithstanding any agreements entered into between the Executive and any other member of the Group, he will only be entitled to receive from the Group as a whole the remuneration set out in this clause 6 (the "**Group Remuneration**") and undertakes to the Company not to receive any other remuneration from the Group in excess of the Group Remuneration.
- 6.8 The Executive shall abstain from voting and not be counted in the quorum in respect of any resolution of the Board approving the amount of remuneration, the discretionary bonus payable and the share option granted to himself under clauses 6.1 to 6.4.

7 Deductions

The Executive hereby authorises the Company to deduct from his remuneration any sums due from him to the Company including, without limitation, any overpayments, loans or advances made to him by the Company, the cost of repairing any damage or loss to the Company's property caused by him and any losses suffered by the Company as a result of any negligence or breach of duty by the Executive.

8 Expenses

The Company shall reimburse the Executive in respect of all expenses reasonably incurred by him in the proper performance of his duties, subject to the Executive providing such receipts or other evidence as the Company may require.

9 Leave

- 9.1 The Executive shall be entitled to receive his normal remuneration for all bank and public holidays normally observed in the PRC and a further 14 working days' holiday in each holiday year.
- 9.2 The Executive may only take his holiday at such times as are agreed with the Board.

9.3 In the respective holiday years in which the Employment commences or terminates, the Executive's entitlement to holiday shall accrue on a pro rata basis for each month of service during the relevant year.

9.4 If, on the termination of the Employment, the Executive has exceeded his accrued holiday entitlement, the excess may be deducted from any sums due to him. If the Executive has any unused holiday entitlement, the Company may either require the Executive to take such unused holiday during any notice period or make payment in lieu thereof.

10 Sickness benefits

10.1 The Company shall continue to pay the Executive's salary during any period of absence on medical grounds in compliance with the applicable rules and regulations. The Executive shall from time to time if required:

(a) supply the Company with medical certificates covering any period of sickness or incapacity exceeding three (3) full days; and

(b) undergo at the Company's expense a medical examination by a doctor appointed by the Company.

10.2 If the Executive's absence shall be occasioned by the actionable negligence of a third party in respect of which damages are recoverable, then all sums paid by the Company pursuant to clause 10.1, which are in excess of the Executive's statutory entitlement, shall constitute loans to the Executive, who shall:

(a) immediately notify the Company of all the relevant circumstances and of any claim, compromise, settlement or judgement made or awarded in connection with it;

(b) if the Company so requires, refund to the Company such sum as the Company may determine, not exceeding the lesser of:

(i) the amount of damages recovered by him under such compromise, settlement or judgement; and

(ii) the sums advanced to him in respect of the period of incapacity.

11 Social insurance scheme and medical insurance

11.1 The Company shall enrol the Executive in such social insurance schemes (the "**Schemes**") required by applicable laws and regulations and provide details of the Schemes to the Executive as soon as practicable. The Company and the Executive shall pay its respective contributions to the Schemes required under applicable laws and regulations, with such contributions from the Executive to be deducted from his monthly fixed salary.

- 11.2 The Executive shall participate in such permanent health insurance and medical expenses insurance schemes as the Company shall from time to time maintain for the benefit of its senior executives subject to their terms and conditions from time to time in force.

12 Restrictions on other activities by the Executive

- 12.1 During the continuance of the Employment, except with the prior sanction of the Company, the Executive shall not be directly or indirectly employed, engaged, concerned or interested in any other business or undertaking, provided that this shall not prohibit the holding (directly or through nominees) of investments listed on the Stock Exchange or any recognised stock exchange as long as not more than five (5) per cent of the issued shares or other securities of any class of any one company shall be so held.
- 12.2 The Executive shall comply where relevant with every rule of law, every regulation and code of practice of the Stock Exchange or any other stock exchange on which he deals and every regulation, code of practice and the constitutional documents of the relevant members of the Group in force in relation to dealings in shares, debentures or other securities of the companies in the Group and in relation to unpublished price-sensitive information affecting the shares, debentures or other securities of any Group Company, including the minimum standard with respect to securities transaction by directors set out in Rules 13.67 and Appendix 10 of the Listing Rules and Parts XIII and XIV of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong). Provided always that in relation to overseas dealings the Executive shall also comply with all laws of the state and all regulations of the stock exchange, market or dealing system in which such dealings take place.
- 12.3 Without limiting the generality of clause 12.2, where applicable, the Executive shall comply with the Company Law of the PRC, the State Council's Special Regulations on Companies Limited by Shares Issuing Shares and Listing Overseas, the Articles, the Takeovers Code approved and as amended from time to time by the Securities and Futures Commission, the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), the Companies Ordinance (Cap. 32 of the Laws of Hong Kong) and other relevant applicable laws and administrative regulations of PRC and Hong Kong.
- 12.4 The Executive shall not, and neither shall his spouse, minor children (natural or adopted) or his Controlled Corporations deal in any securities of the Company, except in accordance with the Company's code for securities transactions by directors.
- 12.5 Subject to any regulations issued by the Company, the Executive, his family and any firm or company in which he is interested, shall not be entitled to:

- (a) receive or obtain directly or indirectly any discount, rebate or commission in respect of any sale or purchase of goods effected or other business transacted (whether or not by him) by or on behalf of a Group Company;
- (b) demand or accept from third parties any gifts, benefits or advantages offered or given by reason of the Executive's employment with the Company;

and if he (or his family or any firm or company in which he is interested) shall obtain any such discount, rebate, commission, gift, benefit or advantage, he shall account to the Company or the relevant Subsidiary for the amount received by him (or a due proportion of the amount received having regard to the extent of his interest in it).

13 Personal information and interests

13.1 The Executive represents and warrants that:

- (a) he has prior to the date of this Agreement, disclosed all his personal interests whether as a shareholder, investor, director, consultant, adviser or otherwise in any undertaking which has any business dealings with a Group Company or which competes with a Group Company; and
- (b) he has fully disclosed to the Company all circumstances in respect of which there is, or is likely to be, a conflict of interest between the Executive or any member of his family and a Group Company.

13.2 The Executive agrees to notify the Company promptly in writing of any change to the information referred to in clause 13.1 (including any interest arising after the date of this Agreement).

14 Confidentiality undertaking

14.1 The Executive shall neither during the Employment (except as authorised or in the proper performance of his duties) nor at any time after the termination of the Employment:

- (a) divulge or communicate to any person, company, business entity or other organisation;
- (b) use for his own purposes or for any purposes other than those of the Company or any Group Company; or
- (c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of;

any trade secrets or Confidential Information relating to the Company or any Group Company, except that these restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through the default of the Executive.

- 14.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by the Executive or otherwise) relating to the business of the Company or any Group Company (and any copies of the same):
- (a) shall be and remain the property of the Company or the relevant Group Company; and
 - (b) shall be handed over by the Executive to the Company or to the relevant Group Company on demand and in any event on the termination of the Employment.

15 Inventions and other intellectual property

- 15.1 The parties foresee that the Executive may make inventions or create other industrial or intellectual property in the course of his duties and agree that in this respect the Executive has a special responsibility to further the interests of the Group.
- 15.2 Any Business Invention shall immediately be disclosed to the Company and shall (subject to sections 57 to 60, Patents Ordinance (Chapter 514 of the Laws of Hong Kong) or to the extent legally permissible) belong to and be the absolute property of the Company or such Group Company as the Company may direct.
- 15.3 The Executive undertakes to the Company that he will not, at any time after the date of this Agreement, take any action which will jeopardise or adversely affect the ownership or enjoyment by the Company or any other Group Company of the Business Invention including the registration of any design right, copyright, trade mark, patent right relating to the Business.
- 15.4 Without prejudice to clause 15.2, to the extent that the Executive has acquired as at the date of this Agreement or acquires at any time during the continuance of this Agreement any Business Invention as a result of the operation of any law or regulation or otherwise, the Executive hereby irrevocably and unconditionally assigns, and undertakes to the Company that it will irrevocably and unconditionally assign, as the case may be, all such Business Invention in consideration of HK\$1.00 (the receipt of which is hereby acknowledged by the Executive) to the Company.
- 15.5 Without prejudice to clauses 15.2 and 15.4, the Executive, if and whenever required to do so by the Company, shall at the expense of the Company or such Group Company as the Company may direct:
- (a) apply or join with the Company or such Group Company in applying for letters patent or other protection or registration in Hong Kong and in any other part of the world for any Business Invention; and

- (b) execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all right title and interest to and in the same absolutely and as sole beneficial owner in the Company or such Group Company or in such other person as the Company may specify.

15.6 The Executive hereby irrevocably and unconditionally waives all rights under Division IV Copyright Ordinance (Chapter 528 of the Laws of Hong Kong) or any applicable laws and regulations in connection with his authorship of any existing or future copyright work in the course of the Employment, in whatever part of the world such rights may be enforceable, including, without limitation:

- (a) the right conferred by section 89 of that ordinance to be identified as the author of any such work; and
- (b) the right conferred by section 92 of that ordinance not to have any such work subjected to derogatory treatment.

15.7 The Executive hereby irrevocably appoints the Company to be his Attorney in his name and on his behalf to execute and do any such instrument or thing and generally to use his name for the purpose of giving to the Company the full benefit of this clause 15. A certificate in writing signed by any Director or by the Secretary of the Company, to the effect that any instrument or act falls within the authority conferred by this clause 15.7, shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry.

16 Termination

16.1 Either party may terminate this Agreement by giving to the other party at least three (3) months notice in writing or payment in lieu of such notice.

16.2 If the Executive is at any time incapacitated by illness, injury or accident from performing his duties hereunder and (if so required) furnishes the Board with evidence satisfactory to it of such incapacity and the cause thereof he shall be entitled to receive his full salary for the first six (6) months or any shorter period during which such incapacity continues and if he continues to be so incapacitated for more than four (4) consecutive months or if he is so incapacitated at different times for more than one hundred and twenty (120) days in any one period of fifty-two (52) consecutive weeks then and in either of such cases the Employment may be determined by the Company by two (2) months notice in writing.

16.3 The Company may terminate the Employment hereunder forthwith without any notice or payment in lieu of notice and upon such determination the Executive shall not be entitled to any bonus or any payment whatsoever (other than salary actually accrued due and payable) for or in respect of the then current year of service or to claim any compensation or damages for or in respect of or by reason of such determination, if the Executive shall at any time:

- (a) commit any breach of any of the provisions herein contained (and to the extent that such breach is capable of remedy shall fail to remedy such breach to the satisfaction of the Board within fourteen (14) days after written notice given by the Board);
- (b) be guilty of any act of dishonesty, misconduct or fail to properly and prudently or otherwise in default or neglect in the discharge of his duties hereunder (and to the extent that such breach is capable of remedy shall fail to remedy such breach within fourteen (14) days after written notice is given by the Board);
- (c) without prejudice to the generality of clause 16.3(b) above be proven to have carried out any fraudulent activity or fraudulently to have failed to carry out any activity, after the date hereof, whether or not in connection with the affairs of the Group;
- (d) become bankrupt or have a receiving order made against him or suspend payment of his debts or compounded with his creditors generally;
- (e) become a lunatic or of unsound mind;
- (f) been guilty of conduct tending to bring himself or the Company or any Group Company into disrepute;
- (g) failed to perform his duties to a satisfactory standard, after having received a written warning from the Company relating to the same;
- (h) become permanently incapacitated by illness or other like causes so as to prevent the Executive from performing his duties and obligations hereunder;
- (i) absent himself from the meetings of the Board during a continuous period of three (3) months, without special leave of absence from the Board, and his alternate director (if any) shall not during such period have attended in his stead;
- (j) become prohibited by law or any regulatory authorities from acting as a director;
- (k) be prohibited by law from fulfilling his duties hereunder;
- (l) be convicted of any criminal offence (other than traffic offence or an offence which in the reasonable opinion of the Board does not affect his position as a director of the Company);
- (m) be convicted of any offence relating to his integrity or honesty which in the reasonable opinion of the Board will seriously prejudice the performance of his duties hereunder or be identified as an insider dealer under any statutory enactment or regulations relating to market abuse or insider dealing in force from time to time.

- (n) without cause refuse to carry out any reasonable and lawful order given to him by the Board during the term of his employment hereunder or persistently fail to attend to his duties hereunder;
- (o) improperly divulge to any unauthorised person any business secret of the Business, organisation or clientele of the Company and/or any members of the Group; or
- (p) is removed as a director of the Company by its shareholders at a general meeting of the Company;
- (q) and any delay by the Company in exercising such right of termination shall not constitute a waiver of that right.

16.4 The Employment shall terminate automatically if the Executive ceases to be a director of the Company for whatever reason whether by reason of his not being re-elected as a director of the Company at any general meeting or by virtue of a resolution passed by the members of the Company in general meeting to remove him as a director or otherwise but if such termination shall be caused by any act or omission of either party without the consent of the other, such act or omission shall be deemed to constitute a breach of this Agreement, and such termination shall be without prejudice to any claim for damages in respect of such breach.

16.5 In the event of termination of the Employment for whatever reason, the Executive shall:

- (a) forthwith resign as a director of the Company and (if appropriate) as a director of any other members of the Group;
- (b) transfer without payment to the Company or as the Company may direct any shares or property held by the Executive on behalf of any member of the Group;
- (c) not at any time thereafter represent himself to be connected with the Group; and
- (d) shall cease to be entitled to any benefits under this Agreement.

16.6 The Executive hereby irrevocably appoints the Company his lawful attorney in his name and on his behalf, in the event of his failure to do so, to execute all documents under hand or under seal and/or do all things necessary to give effect to his resignation and any transfer referred to in clause 16.5 or to file such returns or take such other action as may be necessary or desirable under the Companies Law, Cap.22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands, the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) or other applicable legislation, and a certificate in writing signed by the legal advisor to the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry provided howsoever that such resignation or resignations shall be given and accepted on

the footing that it is or they are without prejudice to any claims which the Executive may have against any such company or which any such company may have against the Executive arising out of this Agreement or the Termination.

16.7 If notice is served by either party pursuant to clause 16.1 above, for up to a maximum of three (3) months, the Company shall not be obliged to provide any work for the Executive or to assign to or vest in the Executive any powers, duties or functions and may require the Executive::

- (a) not to enter any premises of the Company or any member of the Group; and
- (b) to abstain from contacting any customers, clients, employees or suppliers of the Company or any members of the Group,
- (c) provided that this shall not affect the Executive's entitlement to receive his normal salary and other contractual benefits.

16.8 The Executive shall immediately upon his resignation or termination pursuant to this clause 16 provide to the Stock Exchange his up-to-date contact information, including his address for correspondence from and service of notices and other documents by the Stock Exchange and telephone number.

17 Restrictive covenants

17.1 For the purposes of clause 17.2 the following words have the following meanings:

- (a) **Company Goods** means any product (including but not limited to aseptic packs and spare parts), equipment or machinery developed, manufactured, distributed or sold by the Company with which the duties of the Executive were concerned or for which he was responsible during the two (2) years immediately preceding the Termination Date;
- (b) **Company Services** means any services (including but not limited to technical, maintenance and product support, technical advice and customer services) supplied by the Company with which the duties of the Executive were concerned or for which he was responsible during the two (2) years immediately preceding the Termination Date;
- (c) **Customer** means any person, firm, company or other organisation whatsoever to whom or which the Company distributed, sold or supplied Company Goods or Company Services during the two (2) years immediately preceding the Termination Date and with whom or which, during such period:
 - (i) the Executive had personal dealings in the course of his employment; or
 - (ii) any employee who was under the direct or indirect supervision of the Executive had personal dealings in the course of his employment;

but in the case of a firm, company or other organisation shall not include any division, branch or office of such firm, company or other organisation with which the Executive and/or any such employee had no dealings during the said period;

(d) **Prospective Customer** means any person, firm, company or other organisation whatsoever with whom or which the Company shall have had negotiations or discussions regarding the possible distribution, sale or supply of Company Goods or Company Services during the twelve (12) months immediately preceding the Termination Date and with whom or which, during such period:

(i) the Executive shall have had personal dealings in the course of his employment by the Company; or

(ii) any employee who was under the direct or indirect supervision of the Executive shall have had personal dealings in the course of his employment by the Company

but in the case of a firm, company or other organisation shall not include any division, branch or office of such firm, company or other organisation with which the Executive and/or any such employee had no dealings during the said period;

(e) **Restricted Area** means the PRC and any other country in the world where, on the Termination Date, the Company was engaged in the development, sale or supply or otherwise dealt with Company Goods or Company Services;

(f) **Restricted Goods** means Company Goods or goods of a similar kind;

(g) **Restricted Period** means the period of twelve (12) months immediately following the Termination Date;

(h) **Restricted Services** means Company Services or services of a similar kind; and

(i) **Termination Date** means the date of termination of the Employment.

17.2 The Executive hereby undertakes with the Company that he will not either during the Employment nor during the Restricted Period without the prior written consent of the Company (such consent not to be unreasonably withheld) whether by himself, through his employees or agents or otherwise howsoever and whether on his own behalf or on behalf of any other person, firm, company or other organisation, directly or indirectly:

(a) in competition with the Company within the Restricted Area, be employed or engaged or otherwise interested in the business of developing, manufacturing, distributing, selling, supplying or otherwise dealing with Restricted Goods or Restricted Services;

- (b) in competition with the Company, solicit business from or canvass any Customer or Prospective Customer if such solicitation or canvassing is in respect of Restricted Goods or Restricted Services;
- (c) in competition with the Company, accept orders for Restricted Goods or Restricted Services from any Customer or Prospective Customer;
- (d) solicit or induce or endeavour to solicit or induce any person who on the Termination Date was a director, manager, employee with annual remuneration of at least RMB200,000, salesman or consultant of the Company with whom the Executive had dealings during his employment to cease working for or providing services to the Company, whether or not any such person would thereby commit a breach of contract;
- (e) employ or otherwise engage in the business of developing, manufacturing, distributing, selling, supplying or otherwise dealing with Restricted Goods or Restricted Services any person who was during the twelve (12) months preceding the Termination Date employed or otherwise engaged by the Company and who by reason of such employment or engagement is in possession of any trade secrets or Confidential Information relating to the business of the Company or who has acquired influence over its customers and prospective customers (defined as in clauses 17.1(c) and 17.1(d), but so that references to the Executive shall be replaced by references to the relevant employee); and
- (f) provide consulting services related to the Restricted Goods or Restricted Services.

17.3 Clause 17.2 shall also apply as though there were substituted for references to “the Company” references to each Group Company in relation to which the Executive has in the course of his duties for the Company or by reason of rendering services to or holding office in such Group Company:

- (a) acquired knowledge of its trade secrets or Confidential Information; or
- (b) had personal dealings with its Customers or Prospective Customers; or
- (c) supervised directly or indirectly employees having personal dealings with its Customers or Prospective Customers,

but so that references in clause 17.1 to “the Company” shall for this purpose be deemed to be replaced by references to the relevant Group Company. The obligations undertaken by the Executive pursuant to this clause 17.3 shall, with respect to each such Group Company, constitute a separate and distinct covenant and the invalidity or unenforceability of any such covenant shall not affect the validity or enforceability of the covenants in favour of any other Group Company or the Company.

17.4 The Executive hereby undertakes with the Company that he will not at any time:

- (a) during the continuance of the Employment or after the Termination Date engage in any trade or business or be associated with any person, firm or company engaged in any trade or business using the names “Tralin Pak” “泉林包装”, “Greatview Pak”, “丰景包装”, “G Pak”, “G^PAK” or “纷美包装” or incorporating the words “Tralin”, “泉林”, “Greatview”, “丰景”, “G Pak”, “G^PAK” or “纷美”;
- (b) after the termination of the Employment in the course of carrying on any trade or business, claim, represent or otherwise indicate any present association with the Company or any Group Company or for the purpose of carrying on or retaining any business or custom, claim, represent or otherwise indicate any past association with the Company or any Group Company to its detriment.

17.5 While the restrictions in this clause 17.5 (on which the Executive has had the opportunity to take independent advice, as the Executive hereby acknowledges) are considered by the parties to be reasonable in all the circumstances, it is agreed that if any such restrictions, by themselves, or taken together, shall be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Company or a Group Company but would be adjudged reasonable if part or parts of the wording thereof were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and effective.

18 Notices

18.1 A notice or other communication given under or in connection with this Agreement (a **Notice**) shall be:

- (a) in writing;
- (b) in the English language; and
- (c) sent by the Permitted Method to the Notified Address.

18.2 The **Permitted Method** means any of the methods set out in the first column below. A Notice given by the Permitted Method shall be deemed to be given on the date set out in the second column below, provided the Notice is properly addressed and sent in full to the Notified Address:

(1) Permitted Method	(2) Date on which Notice deemed given
Personal delivery to the company secretary of the Company (where given by the Executive) and to the Executive (where given by the	When handed to the company secretary or the Executive (as relevant)

Company)	
Registered or Pre-paid post in Hong Kong	Five (5) Business Days after posting
Pre-paid air-mail	Six (6) Business Days after posting
Fax transmission	Business Day following dispatch with confirmed answerback
Personal delivery to the company secretary of the Company (where given by the Executive) and to the Executive (where given by the Company)	When handed to the company secretary or the Executive (as relevant)

18.3 The **Notified Addresses** of each of the parties is set out below:

Name of party	Address	Fax number	Marked for the attention of:
Company	14 Jiuxianqiao Road, Chaoyang District, Beijing 100016, PRC	+86-10-6435-6068	Mr. Hong Gang
Executive	Flat C, 33/F, Tower 5, North Court, 1 Mei Tin Road, Festival City, Phase 2, Tai wai, Sha Tin, New Territories, Hong Kong	+86-10-6435-6068	Mr. Bi Hua, Jeff

or such other Notified Address as any party may, by written notice to the other, substitute for their Notified Address set out above.

19 Miscellaneous

19.1 This Agreement constitutes the entire and complete agreement between the parties and shall be in substitution for and supersede any subsisting agreement or arrangement (oral or otherwise) made between the Company or any other member of the Group and the Executive which shall be deemed to have been terminated by mutual consent as from the date on which this Agreement commences provided that this clause 19.1 shall not operate to exclude or limit any liability arising from fraudulent misrepresentation.

19.2 The Executive hereby acknowledges that he has no claim of any kind against any member of the Group and without prejudice to the generality of the foregoing he further acknowledges that he has no claim for damages against any member of the Group for the termination of any previous

service agreements, arrangements or undertakings for the sole purpose of entering into this Agreement.

- 19.3 The expiration or termination of this Agreement howsoever arising shall not operate to affect such of the provisions hereof as in accordance with their terms are expressed to operate or have effect thereafter.
- 19.4 In the event of any variation of the remuneration payable to the Executive hereunder being made by consent of the parties hereto such variation shall not constitute a new agreement but (subject to any express agreement to the contrary) the employment of the Executive hereunder shall continue subject in all respects to terms and conditions of this Agreement with such variation as aforesaid.
- 19.5 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- 19.6 No failure or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by either party to this Agreement of any breach by the other party of any provisions of this Agreement shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 19.7 This Agreement may be executed in counterparts with the same force and effect as if executed on a single document and all such counterparts shall constitute one and the same instrument.
- 19.8 This Agreement shall be binding upon and enure for the benefit of each party's successors and assigns and personal representatives (as the case may be) but, except as expressly provided herein, none of the rights of the parties under this Agreement shall be assigned or transferred without the agreement in writing of the other party.
- 19.9 No variations to this Agreement shall be effective unless made or confirmed in writing and signed by all the parties hereto.
- 19.10 This Agreement is drawn up in the English language. If this Agreement is translated into any language other than English, the English language text shall prevail.

20 Indemnity

- 20.1 The Executive shall be entitled to the benefit of the indemnities and other provisions set out in the Articles of Association of the Company in relation to the conduct of his duties as a director.

- 20.2 The Company agrees to take out and maintain directors' and officers' liability insurance ("**D&O Insurance**") to an amount and on such terms as are determined by the Board to be reasonable in the circumstances. The Executive will be covered by any directors' and officers' liability insurance that the Company (in its absolute discretion) purchases for the rest of the Board.
- 20.3 In the event that any (i) losses, claims, damages, liabilities, and expenses, including without limitation, any proceedings are brought against the Executive, or (ii) any investigations, examinations and/or inquiries/enquiries (whether conducted by regulatory authorities or any other person including but not limited to the legal representatives of the shareholders of the Company) are brought against the Executive or requiring the Executive to respond, and in either case arising from the performance of his duties pursuant to his appointment under this Agreement ("**Claims**"), are excluded under the D&O Insurance or any amount of such Claims exceeds the maximum amount covered under the D&O Insurance, or are for whatever reason not recovered or not recoverable under the D&O Insurance, the Company agrees to indemnify and hold harmless the Executive on demand from and against such Claims and/or such amount to the extent not covered by the D&O Insurance so far as permitted by applicable law and the Listing Rules. This indemnity shall be without prejudice to any other rights or remedies that the Executive may have under this Agreement, under the Memorandum and Articles, or otherwise.
- 20.4 To the extent permitted by applicable law and the Listing Rules, the indemnity provisions contained in this Agreement shall survive the termination of the Executive's directorship with the Company. To the extent permitted by applicable law and the Listing Rules, the Executive shall be entitled to rely upon and enforce the indemnity provisions in Clause 9 above even after the Executive ceases to be a director of the Company, for so long as any losses, claims, damages, liabilities, and expenses (including, without limitation, any legal proceedings, investigations, examinations, or inquiries/enquiries, whether conducted by regulatory authorities or any other person, including but not limited to the legal representatives of the shareholders of the Company) are brought against the Executive in relation to his conduct of duties as a director during the period in which he held the position of director with the Company.
- 20.5 This indemnity shall be in addition to any rights that the Executive may have at common law, under the Memorandum and Articles, or otherwise.
- 20.6 If the Company fails to indemnify and hold harmless the Executive on demand from and against such Claims and/or such amount to the extent not covered by the D&O Insurance (so far as permitted by applicable law and the Listing Rules) within 30 days of receipt of such demand from the Executive, the Company shall be liable to interest to the Executive on such sums owing at a rate equal to the prime lending rate of The Hongkong and Shanghai Banking Corporation Limited plus 2 per cent per annum to the extent permitted by applicable law and the Listing Rules.
- 20.7 For clarity, such indemnity under this Clause 9 shall not extend to (i) any matter in respect of any fraud or dishonesty which the Executive has been found guilty of at any competent courts, arbitral tribunals, or by any regulatory authority having jurisdiction over the Executive, or (ii) any liability attaching to the Executive in connection with any negligence, default, breach of duty or breach of trust in relation to the Company, or any indemnity which would be void or otherwise not permitted under the laws of Hong Kong including but not limited to the Companies Ordinance (Chapter 622 of the laws of Hong Kong) and the laws of Cayman Islands.

21 Applicable law, court jurisdiction and address for service

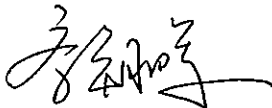
This Agreement shall be governed by and construed in all respects in accordance with the laws of the Hong Kong and the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.

22 Acknowledgment

The Executive hereby acknowledges that Iu, Lai & Li Solicitors & Notaries only acts for the Company in connection with this Agreement and the Executive has been duly advised to seek independent legal advice and to obtain separate legal representation.

IN WITNESS WHEREOF this Agreement has executed on the day and year first above written.

SIGNED by)
for and on behalf of)
Greatview Aseptic Packaging Company)
Limited.)
in the presence of:



.....
(Director)

SIGNED, SEALED and DELIVERED)
by BI Hua, Jeff)
in the presence of:



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