

Dated the 14 day of March 2024

FOSUN TOURISM GROUP
(复星旅游文化集团)

and

XU BINGBIN

EXECUTIVE DIRECTOR SERVICE AGREEMENT

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THIS AGREEMENT is made on the 14 day of March 2024.

BETWEEN:

- (1) **FOSUN TOURISM GROUP**, an exempted company incorporated with limited liability in the Cayman Islands whose registered office is at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands and having its principal place of business in Room 808 & 2101-06, ICBC Tower, 3 Garden Road, Central, Hong Kong (the “**Company**”); and
- (2) **XU BINGBIN**, (holder of Chinese passport no.:EH5777315) of Rm702, No.9, Lane 717, Huang Jin Cheng Dao, Shanghai, China (the “**Executive Director**”).

WHEREBY IT IS AGREED as follows:

1. INTERPRETATION

Unless the context otherwise requires, in this Agreement (including the Recitals and the Schedules hereto):

1.1 the following expressions shall have the following meanings:

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| “Associate” | has the meaning assigned to it under the Listing Rules; |
| “Subsidiary” or
“Subsidiaries” | has the meaning assigned to it under the Listing Rules; |
| “Board” | means the board of directors from time to time appointed by the Company in accordance with the memorandum and articles of association of the Company or a duly authorized committee of the board of directors; |
| “Takeovers Code” | The Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission of Hong Kong; |
| “Confidential Information” | means any confidential information relating to, or belonging to, any member of the Group including but without limitation to any information relating to the businesses, customers, suppliers, employees, finance, investments, plans, strategies, know-how, researches, investigations, undertakings, intellectual properties or production procedure of any member of the Group or any other person in which the Group has an interest but excluding any such information generally available in the public domain (other than as a result of a breach by the Executive Director of any of the terms of this Agreement); |

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| “Executive Director’s Compensation Ordinance” | the Executive Directors' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong) |
| “Employment Ordinance” | the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) |
| “Group” | means the Company and its Subsidiaries from time to time; |
| “Hong Kong” | means the Hong Kong Special Administrative Region of the People’s Republic of China; |
| “Hong Kong dollars” | means the lawful currency of Hong Kong. |
| “Listing Rules” | means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited; |
| “month” | means calendar month; |
| “PRC” or “China” | means the People’s Republic of China (but for the purpose of this Agreement only, excluding Hong Kong, Taiwan and Macau Special Administrative Region of the People’s Republic of China); |
| “RMB” | means the lawful currency of the PRC; and |
| “Stock Exchange” | means The Stock Exchange of Hong Kong Limited. |
- 1.2 references to “Recitals”, “Schedules”, “Clauses” and “sub-Clauses” are to recitals, schedules, clauses and sub-clauses of this Agreement;
- 1.3 the headings are inserted for reference only and shall not affect the construction or interpretation of this Agreement;
- 1.4 words importing the singular include the plural and vice versa and words importing a gender or the neuter include every gender and the neuter;
- 1.5 references to any ordinance, subordinate legislation, statute or statutory provision shall be construed as references to the same as it may have been, or may from time to time be, amended, modified or re-enacted (if appropriate);
- 1.6 references to “persons” 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 separate legal personality);
- 1.7 references to “parties” are to parties to this Agreement and references to a “party” shall be construed as references to any party to this Agreement;
- 1.8 references to a “company” shall be construed so as to include any company, corporation or other body corporate, wherever and however it was incorporated or established;

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- 1.9 references to “writing” shall be construed so as to include any modes of reproducing words in a legible and non-transitory form;
- 1.10 references to time and date are (except where expressly stated otherwise) to Hong Kong time and Hong Kong date respectively;
- 1.11 references to “this Agreement” or any other agreement or document referred to herein shall be construed so as to include references to this Agreement or such other agreement or document as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements this Agreement or any such other agreement or document; and
- 1.12 unless otherwise indicated, capitalized terms used herein shall have the same meanings as defined in the prospectus of the Company dated 30 November 2018.

2. APPOINTMENT

- 2.1 The board meeting of the Company dated 15 March 2021 has appointed the Executive Director as an executive director and the board meeting dated 14 March 2024 has re-appointed the Executive Director for the next three years starting from 15 March 2024. The Executive Director shall well and faithfully serve the Company and carry out his duties as set out hereinafter as an executive director subject to and upon the terms and conditions hereinafter setting out.
- 2.2 The Company has the right to designate or appoint other director(s) whom at its absolute discretion considers necessary, as an executive director(s) to work together with the Executive Director.
- 2.3 Unless this Agreement is terminated in accordance with Clause 8 herein, the term of this appointment will be the period of three (3) years commencing from 15 March 2024, subject to retirement by rotation in accordance with the relevant provisions of the Company’s articles of association and the Listing Rules. Such Executive Director shall not continue serving in his position until his re-election at the annual general meeting of the Company. Unless otherwise recommended by the Company’s nomination committee, subject to this Agreement of the parties hereto and in accordance with the relevant requirements of the Listing Rules, upon the expiry of the term of this Agreement the Executive Director may be re-appointed for further terms of three (3) years each during which time the Executive Director will continue to be subject to retirement by rotation requirements under the relevant provisions of the Company’s articles of association and the Listing Rules. If the Executive Director is re-appointed, this Agreement shall continue to be effective unless the parties hereto otherwise agree or the remuneration committee of the Company otherwise recommends. During the term of this Agreement, either party hereto is entitled to give the other party not less than three (3) months prior written notice to terminate this Agreement.

3. OFFICE OF DIRECTOR

- 3.1 During the term of this Agreement, the Executive Director shall not do anything that contravenes any laws and regulations of relevant jurisdictions or the Listing Rules which will cause him being disqualified from continuing to act as a director.

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3.2 The Executive Director represents and warrants to the Company 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 performing his duties hereunder.

4. EXECUTIVE DIRECTOR'S DUTIES

4.1 The Executive Director undertakes with the Company that during the continuance of his employment hereunder: -

- (a) use his best endeavours to carry out his duties hereunder and to protect, promote and act honestly and in good faith in the best interests of the Group as a whole, diligently promote the business and interests of the Group at all times;
- (b) in the discharge of his duties and in the exercise of his powers, observe and comply with the memorandum and articles of association of the Company, the Listing Rules, applicable laws, rules and regulations, and resolutions, rules and guidelines which the Board may pass from time to time, and to use his best endeavours and skills to abide by the legitimate instructions and directions duly made or given by the Board, and to comply with all resolutions and rules duly passed or formulated by the Board from time to time;
- (c) in discharging his duties under this Agreement, provide services to the Group as the Board may reasonably request from time to time; serve in other positions within the Group (without further remuneration, unless otherwise agreed) as the Board may reasonably request from time to time, and without prejudice to the generality of this Clause, serve as a director of the Company and its subsidiaries; and
- (d) diligently carry out his duties and exercise his powers in good faith corresponding to his position within the Company and the Group.

4.2 Without prejudice to the generality of Clause 4.1 above, the Executive Director shall, during his employment hereunder:

- (a) be responsible for the day-to-day and overall management, strategic planning and development of the Group, including formulating policies and identifying potential clients and shall faithfully and diligently and on a full-time basis serve as an executive director of the Company and, in such capacity, supervise and manage the Group and perform the duties and exercise the powers reasonably and legitimately from time to time assigned to or vested in him by the Board;
- (b) comply with and abide by any rules, procedures, regulations, policies, instructions or directions from time to time authorised, approved, given or made by or under the authority of the Board, and faithfully and diligently serve the Group and use his best endeavours to promote the business and interests of the Group;
- (c) perform his duties and exercise his powers together with other directors or executive personnel appointed by the Board from time to time, and acknowledge that the Board may at any time, after providing explanations and written notice, require the Executive Director to cease the performance of his duties or exercise the powers provided for in this Agreement;

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- (d) devote himself exclusively (except where the Board agrees otherwise) and diligently to the business and interests of the Group, and personally attend thereto at all times during usual business hours and during such other times as the Company may reasonably require, except in circumstances of irresistible force or case of incapacity through illness or accident in which case he shall forthwith notify the secretary of the Company (and in case when the secretary of the Company also suffers incapacity due to the same irresistible force or circumstance, he may notify the other directors of the Company) of such incapacity and shall furnish the Board with such evidence thereof as it may require. Such evidence shall be reasonable proof of such illness, accident or circumstances of irresistible force having occurred or being continuing, and shall be provided by a third party including such written evidence as medical diagnosis, documentation or notarial certificate issued by administrative authorities, or other relevant official certificates;
- (e) not demand, accept or permit any member of his family or any of his associate to demand or accept from third parties any gifts, benefits or advantages offered or given to the Executive Director or a member of his family or any of his associate by reason of his appointment with the Company;
- (f) keep the Board promptly and fully informed (in writing if so requested) of his conduct and the relevant business or affairs of the Company or the Group, and provide all such explanations as the Board may require in connection therewith; and
- (g) exercise his best endeavours to procure the Company's strict compliance with the Listing Rules, the Takeovers Code, the memorandum and articles of association of the Company, and all other relevant rules and regulations; and

4.3 Subject to compliance with Clause 9 of this Agreement, nothing in this Agreement shall prevent the Executive Director from:

- (a) being engaged in or conducting any other business, trade or occupation which does not compete in any way, directly or indirectly, with the business of Group with the prior written consent of the Board; or
- (b) holding or being beneficially interested in any other company if the relevant company does not carry on any business which competes in any way, directly or indirectly, with the business of the Group at any time with the prior written consent of the Board.

4.4 The following provisions shall apply in relation to any application for consent under Clauses 错误!未找到引用源。 and 4.3(a).

- (a) the Executive Director shall furnish the Board with a detailed statement of the exact nature of the business, trade or occupation in which he wishes to engage, the exact nature of the duties and obligations imposed on and the extent of commitment required of or to be assumed by him and the time required to be devoted for such purpose;
- (b) if the Board is reasonably satisfied that the time required to be devoted by the Executive Director for such business, trade or occupation is unlikely to adversely

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affect the business of the Group, consent shall be given by it to the Executive Director for his engagement in such business, trade or occupation;

- (c) the Executive Director shall (as a condition precedent to such consent) furnish the Board with a letter undertaking that the matter represented in the statement referred to in Clause 4.4(a) will at all times during the term of his appointment, remain correct and accurate and that he will not act in contravention thereof; and
- (d) the Executive Director shall abstain from voting and being counted in the quorum in respect of the resolution concerned thereof.

4.5 Without prejudice to Clauses 4.1 to 4.4 above, the Executive Director shall promptly notify the Board if he is becoming aware of any conflict of interest situation that may arise in relation to the performance of his duties as an executive director of the Company.

4.6 Subject to sufficient communication between the Executive Director and the Board, the Executive Director shall work in any place in the PRC (including Hong Kong) or any part of the world which the Board may require for the proper performance and exercise of his duties and powers under this Agreement. However, the Board shall not require the Executive Director to work in any place where there exists political unrest, large scale outbreak of disease, armed conflict, war or natural disaster which could possibly endanger the Executive Director's personal safety.

4.7 The Executive Director shall comply with all the rules and regulations imposed by the Stock Exchange, the Hong Kong Securities and Futures Commission and any other relevant regulatory bodies, and in particular, the rules in relation to dealings in shares, debentures or other securities of the Company or any other members of the Group by the Executive Director and his associates, and the rules in relation to information affecting the shares, debentures or other securities of the Company or any other members of the Group and any other inside information, and in relation to overseas dealings, the Executive Director shall comply with the applicable laws and regulations in the relevant jurisdictions.

5. REMUNERATION

5.1 The Executive Director agrees not to receive any remuneration from the Company in connection with this Agreement.

5.2 The Executive Director shall be qualified to participate in share and/ or share option incentive scheme(s) as formulated by the Company from time to time, which details shall be determined under discretion of the Board.

5.3 The board or a duly authorized committee thereof or their respective delegate may from time to time in its sole discretion grant to the Executive Director such number of options, share awards, share units and/ or other kinds of incentive pursuant to such incentive plans of the Company as existing from time to time. Whether any such grant will be made, and if so when and the number of incentive to be granted, are within the sole discretion of the board or a duly authorized committee thereof or their respective delegate.

6. EXPENSES

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- 6.1 The Company shall reimburse the Executive Director for all reasonable out-of-pocket expenses properly incurred in the course of his appointment hereunder for performance of his duties or promoting the business of the Group. The Executive Director shall present the relevant receipts and/or any other vouchers of such expenses as the Board may require.
- 6.2 During the Executive Director's term of appointment, the Company shall maintain third-party liability insurance and directors' and officers' liability insurance.

7. SHARE DEALINGS

- 7.1 The Executive Director shall comply with every relevant rule of law, regulations of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority, or all the rules of the market on which he or his associates deals in shares (including but not limited to the Model Code for Securities Transactions by Directors of Listed Issuers set out in Appendix 10 to the Listing Rules). The Executive Director shall also comply with every regulation and the memorandum and articles of association of the Company in force in relation to dealings in shares, debentures or other securities of the companies within the Group and in relation to unpublished inside information affecting the shares, debentures or other securities of any company within the Group, and in relation to overseas dealings of shares, the Executive Director shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place.

8. TERMINATION

- 8.1 If the Executive Director is at any time during the term of his appointment incapacitated by illness, injury or accident for performing his duties hereunder, his appointment may be determined by the Company forthwith.
- 8.2 If at any time during the term of his appointment hereunder the Executive Director shall be in breach of this Agreement or commits any serious misconduct, the Company shall be entitled to terminate the Executive Director's appointment hereunder summarily and without thereby entitling the Executive Director to any claim for damages or other compensation. Without prejudice to the generality of the foregoing, each of the following events shall be regarded as a serious misconduct or an event of breach under this Agreement:
- (a) if having committed a material breach of any of the terms of this Agreement the Executive Director fails to remedy such breach (if reasonably capable of being remedied) within such period as may be required by the Company or commits a further or continuing breach of such obligation within 30 days after relevant written notice has been given by the Company;
 - (b) if the Executive Director is adjudged to have acted dishonestly or committed any serious misconduct or wilful negligence in the performance of his duties under this Agreement and such breach is capable of remedy, but the Executive Director fails to remedy such breach within 30 days after written notice has been given by the Board;
 - (c) if the Executive Director shall commit any act of bankruptcy or become insolvent or make any debt rearrangements or composition with his creditors or fails to pay his personal debts regularly as they fall due;

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- (d) if the Executive Director shall become mentally disordered or be convicted of any criminal offence involving his integrity or honesty, or be otherwise prohibited by law from fulfilling his duties;
- (e) if the Executive Director shall be prohibited by laws or applicable regulations from performing his duties hereunder, or be removed by the special resolutions passed by the shareholders at the general meeting of the Company for any other reason;
- (f) if the Executive Director shall refuse to carry out any lawful order given to him by the Board or fail to attend to his duties diligently;
- (g) if the Executive Director through improper means communicates or dissipates Confidential Information, any other commercial secrets of the Group, or detailed information about the organization, business or customers of the Group to persons who have not been authorized to receive such Confidential Information;
- (h) if the Executive Director is convicted of any offenses contrary to rules and regulations in relation to insider dealing in effect from time to time, or is convicted as an insider dealer according thereto;
- (i) if the Executive Director shall be in breach of any of the provisions of Clause 9;
- (j) if the Executive Director acts or conducts himself in a manner which, in the opinion of the Board, brings himself, his office, the Company or any other member of the Group into disrepute or is otherwise prejudicial to the best interests of the Company or any other member of the Group; and
- (k) if the Executive Director commits any of the following:
 - (i) intentionally does not comply with lawful and reasonable commands or
 - (ii) commits improper conduct or conducts himself in a way contrary to the principles of proper and faithful performance of his duties; or
 - (iii) commits fraudulent or dishonest behaviour; or
 - (iv) is habitually negligent in performing his duties; orcommits any omission as a consequence of which the Company is entitled to terminate this Agreement.

8.3 In the event of termination of the Executive Director's appointment by the Company hereunder other than pursuant to Clause 8.1, the Executive Director shall not be entitled to claim any compensation whatsoever from the Group in respect of such termination except where the Board agrees otherwise.

8.4 In the event of termination of the Executive Director's appointment by the Company for whatever reason, the Executive Director shall cease to be entitled to any benefits under this Agreement and, shall forthwith deliver completely to the Company all accounts, books, records, diskettes, documents, papers, materials, properties and keys, any electronic data storage device, code provided by any third party service provider due to his directorship in the Company, entry permit, license and title certificate, credit cards, membership cards, motors cars and other property of or relating to the business of the Group which may then be in his possession or under his power or control and shall not at any time thereafter represent himself as connected with the Group. Further, the Executive Director hereby irrevocably undertakes to use and deliver all such other documents as reasonably required

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by the Company and to forthwith delete all Confidential Information which may be stored in any computer or other electronic or digital device or system controlled by the Executive Director.

- 8.5 Any delay or forbearance by the Company in exercising any right to terminate this Agreement shall not constitute a waiver of such right.

9. EXECUTIVE DIRECTOR'S UNDERTAKINGS

- 9.1 Without prejudice to the other provisions in Clause 9, the Executive Director confirms that he owes a fiduciary and diligent duty and obligation to the Company and that he shall not at any time during the term of this Agreement engage in any activities in competition, directly or indirectly with the business of the Group or carry out any activities materially detrimental to the interests of the Group.

- 9.2 The Executive Director shall not either during the continuance of his appointment hereunder or at any time thereafter, without the express authority of the relevant member of the Group, divulge or communicate to any person whomsoever, or use or employ any Confidential Information which may come to his knowledge during or in the course of his appointment. The Executive Director shall use his best endeavours to prevent the unauthorised publication, disclosure or use of the Confidential Information to the maximum extent permitted under the authority he obtains.

- 9.3 Upon the termination of the appointment of the Executive Director hereunder, or when the Company shall so request, the Executive Director shall deliver completely to the Company all records, diskettes, documents, properties and keys, any electronic data storage device, code provided by any third party service provider due to his directorship in the Company, entry permit, licence and title certificate, and property (including correspondence, lists of customers and/or suppliers, files, notes, memoranda, plans, drawings, software and other documents of whatsoever nature), models or samples made or compiled or acquired by or delivered to the Executive Director during his appointment hereunder and concerning the business, finances or affairs of any member of the Group. For the avoidance of doubt, it is hereby declared that for the purposes of this provision, the title to all such documents as aforesaid shall at all times be vested in the relevant member of the Group.

- 9.4 **Non-competition:** The Executive Director shall not at any time during the continuance of his appointment hereunder in any country or place where any member of the Group has carried on business, carry on, or be employed, concerned or interested, directly or indirectly whether as shareholder, director, employee, partner or agent and whether alone or jointly with any other person in, any business in competition with any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognised stock exchange). The Executive Director shall not at any time during the continuance of his appointment hereunder either on his own account or on behalf of any other person, institution, company or organization, solicit or communicate any person who, during the term of the Executive Director's appointment has any business relationship with the Company or any member of the Group (whether or not as a customer, supplier or client or in any other capacity), or is in negotiation with the Company or any member of the Group for any business, or have any other business relationship with such person.

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- 9.5 The Executive Director shall not at any time during the continuance of his appointment hereunder either for free or for remuneration either on his own account or on behalf of any other person or body corporate or unincorporate, whether directly or indirectly, solicit or entice away from any member of the Group or employ any person who was an employee, officer, manager, agent, servant or non-independent internal consultant of any member of the Group, who by reason of such employment or engagement is or is reasonably likely to be in possession of any Confidential Information.
- 9.6 While the restrictions contained in this Clause are considered by the parties to be reasonable in all the circumstances, it is recognised that the nature of these restrictions in question may fail for unforeseen technical reasons and accordingly it is hereby agreed and declared by the parties hereto that if any such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Group but would be valid if part of the wordings thereof were deleted or the periods (if any) thereof were reduced or area dealt with thereby were reduced in scope, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.
- 9.7 The parties hereto, recognising that monetary damages may be inadequate for indemnifying the irreparable damages incurred by the Company, other member of the Group, or its business and properties. The Executive Director agrees, in the event that he breaches or is likely to breach any of the provisions contained in this Agreement, the Company shall be entitled to the following remedies, which remedies shall be cumulative and not exclusive:
- (a) to obtain an injunction or injunctions against any such violations;
 - (b) to secure by suit at law or equity, all monetary damages suffered; and
 - (c) to obtain such other and further relief either at law or in equity to which other listed companies may be entitled.
- 9.8 Each sub-clause of this Clause 9 shall be deemed to constitute a separate agreement and shall be interpreted individually.

10. NON-ASSIGNABILITY

- 10.1 None of the rights or duties of the Executive Director under this Agreement may be assigned, transferred or subcontracted.
- 10.2 This Agreement binds all successors and permitted assignees of both parties, and may be mandatorily enforced against them.

11. PERSONAL INFORMATION

- 11.1 The Executive Director shall notify the Company in writing as soon as practicable of any changes to his address, home and mobile telephone numbers, home fax number, or e-mail address,
- 11.2 The Executive Director represents and warrants to the Company that all the personal information described in Clause 11.1 has been provided to the Company prior to the date of this Agreement.

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11.3 The Executive Director further represents and warrants to the Company that 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 company, firm, partnership, business, enterprise or body which has any business dealings with any member of the Group or competes with the business carried on by any member of the Group and the Executive Director shall keep the Company fully and promptly informed from time to time of any change to any information so disclosed (including any subsequent interest arising after the date of this Agreement).

11.4 The Executive Director further represents and warrants to the Company that he has disclosed fully to the Company all circumstances in respect of which there is, or is likely to be, a conflict of interest between (a) any member of the Group and (b) the Executive Director or any member of his family, and the Executive Director hereby undertakes to keep the Company fully and promptly informed from time to time of any change to such circumstances or any conflict of interest which may arise during the appointment hereunder.

12. CONFIDENTIAL INFORMATION

12.1 During the term of the appointment or after termination of the appointment, the Executive Director shall not in any event:

- (a) for himself or for any purpose other than for the Group, use or cause any person to use or permit or allow any person to use any Confidential Information; or
- (b) disclose to or communicate with any person any Confidential Information, or procure, permit or allow any Confidential Information to be disclosed to or communicated to any person, other than any director or senior management within the Group on a need-to-know basis of such Confidential Information in order to perform his duties; or
- (c) as a consequence of his failure to exercise due caution and diligence, cause, permit or allow any Confidential Information to be leaked without authorization, including but not limited to the following Confidential Information:
 - (i) any Confidential Information in relation to the transactions, structure, business, financials, dealings or any other matter of the Group, its clients or customers; or
 - (ii) any Confidential Information in relation to which any member of the Group owes to any third party a confidentiality obligation;

provided that the aforesaid restrictions should not be applicable to (i) any information or knowledge which becomes generally available to the public other than as a result of the misconduct of the Executive Director, or (ii) any information or knowledge which is required to be disclosed in accordance with any applicable laws or regulations.

12.2 In order to and in the course of performing his duties or by virtue of holding his position within the Group, the Executive Director may have access to the Confidential Information on members of the Group during his appointment with respect to which the Executive Director hereby agrees that he shall enter into any agreement with or give any undertakings directly to any member of the Group in accordance with the requirements of

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the Company or any other member of the Group, pursuant to which he will be subject to restrictions similar to these contained in this Agreement (or any appropriate restrictions) to protect the legal interests with respect to the products or services of these entities at reasonable request of these entities. The fees incurred for the purpose of execution of such agreement or undertaking should be borne by the Company or any other member of the Group.

- 12.3 Any notes, memoranda, records or documents prepared by the Executive Director for any business, transactions or affairs with respect to the business of, or any transactions or matters with any clients or customers of the Group are and will continue to be the property of the Group. The Executive Director should at any time, at the request of the Company from time to time, or after his resignation deliver such notes, memoranda, records or documents to the Company (or at the case maybe, deliver such notes, memoranda, records or documents to other companies of the Group). The Executive Director shall not keep any copy of such notes, memoranda, records or documents.

13. PERSONAL DATA (PRIVACY) ORDINANCE (CHAPTER 486 OF HONG KONG LAW)

- 13.1 In all circumstances, the personal data of the Executive Director could be used, kept and/or reserved for the following purpose:
- (a) advertising or promotion of the Company;
 - (b) disclosure of any information as required by laws, regulations or rules;
 - (c) facilitating the internal allocation of the work within the Company;
 - (d) compiling of statistic data and introduction of directors;
 - (e) determination of the welfare to be enjoyed by the directors;
 - (f) disclosure to any investors or any credit rating agencies; and
 - (g) any other purpose in relation to the above and any other purpose as agreed between the parties from time to time.
- 13.2 In general, the Company would keep the personal data of the Executive Director confidential. However the Company may conduct all necessary investigations to verify the accuracy of the personal data. In particular, the Company may in Hong Kong or outside Hong Kong request from, disclose to or transfer to any following persons or entities the personal data of the Executive Director:
- (a) regulatory or governmental authorities;
 - (b) any other person or entities in relation to the business of the Company, insurance companies, clients or prospective investors; and
 - (c) any person, which in the view the Company is necessary or appropriate to disclose to, request from or transfer to such personal data for the purpose abovementioned.

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14. WAIVERS AND OTHER RIGHTS

- 14.1 Any party individually or partly exercises, or fails to exercise, or is unable to exercise or delays to exercise any rights, power or compensation under this Agreement should not be deemed as having waived of any such rights, power or compensation.
- 14.2 Any rights, power or compensation under this Agreement should be accumulated with (and without prejudice to) any rights, power or compensation available to this party under this Agreement or pursuant to any applicable laws.
- 14.3 In the event that the Executive Director's appointment is terminated by any party hereto, the Executive Director has obtained an offer for employment from the Company or any other member of the Group, and the terms of such employment are in any material respects not less favorable to these in this Agreement, the Executive Director shall have no claim against the Company for termination of this Agreement.

15. MISCELLANEOUS

- 15.1 This Agreement constitutes the entire agreement between the parties and shall be in substitution for any subsisting agreement or arrangement (oral or otherwise) made between the Company and the Executive Director for the appointment of the Executive Director as an executive director of the Company which shall be deemed to have been terminated by mutual consent as from the date on which this Agreement commences. The Executive Director hereby acknowledges that he has no outstanding claims of any kind against the Company or any other member of the Group.
- 15.2 This Agreement contains all the terms and provisions in relation to the Company's employment of the Executive Director and shall be in substitution for any subsisting agreement, arrangement or undertakings (oral or otherwise) between the Company and the Executive Director in relation to such employment. The Executive Director acknowledges that he has not relied on any representations or warranties when entering into this Agreement.
- 15.3 This Agreement may be executed by the parties in any number of counterparts, and by different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
- 15.4 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party personally or at its address or fax number set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other party) :

To the Company

Name : FOSUN TOURISM GROUP 复星旅游文化集团
Address : Room 808 & 2101-06, ICBC Tower, 3 Garden Road, Central,
Hong Kong
Fax Number : +852 2807 1561
Attention : Board of Directors

CONFIDENTIAL

To the Executive Director

Name : Xu Bingbin(徐秉賓)
Address : 16F, Tower 1, No.118 Fei Hong Rd., Hong Kou District,
Shanghai, the PRC
Email : Andrew.Xu@clubmed.com

Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if given by hand, when actually delivered to the relevant address; (b) if by post, 48 hours after the time of posting; (c) if given or made by fax, when dispatched; and (d) if by electronic mail, 24 hours after the time of delivery in the absence of system notice of failure of delivery.

- 15.5 If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- 15.6 This Agreement cannot be varied, amended, modified in any way unless in writing and signed by both parties.
- 15.7 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

[Signature page to follow]

CONFIDENTIAL

DULY EXECUTED AS A DEED this _____ day of _____.

SIGNED, SEALED and DELIVERED)

by Xu Bingbin

A handwritten signature in black ink, appearing to be 'Xu Bingbin', written over a vertical line of closing parentheses. The signature is fluid and cursive.

in the presence of:

Names:
Address:

CONFIDENTIAL

SIGNED by Xu Xiaoliang
for and on behalf of
FOSUN TOURISM GROUP
复星旅游文化集团



In the presence of :

Name:

Address: