



CMG Management Limited

勇利管理有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

Room 1501, 15th Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong

香港灣仔港灣道23號鷹君中心15樓1501室

Phone 電話: (852) 3184-0755 • Fax 傳真: (852) 3184-0750

Website 網頁: courageinv.com • e-mail 電郵: courage@courageinv.com

EMPLOYMENT CONTRACT

8 October 2024

Mr. Wu Ying Ha
Flat A, 33/F., Block 6,
Kenswood Court, Kingswood Villas,
2 Tin Lung Road,
Tin Shui Wai,
New Territories, Hong Kong

This contract serves to confirm your employment with **CMG Management Limited** (the “Company”) under the following terms and conditions:

1. Employment Position

You will be employed by the Company as **Business Development Director**. Where required by the Company, you will also provide services at no extra remuneration to any parent, subsidiary or associated companies of the Company (collectively, the “Group”). You will be based in the Company’s Hong Kong office at Room 1501, 15/F, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong although you may need to travel overseas from time to time to perform your duties as required by the Company.

2. Commencement of Employment

(a) Commencement of employment

Your employment shall commence on 8 October 2024.

(b) Termination

Either party may terminate the contract of employment by giving one (1) month notice or payment in lieu of notice to the other party.

3. Duties and Responsibilities

(a) Your primary responsibilities include all the duties normally associated with your job title and any other duties which may be assigned to you by the board of directors from time to time.

(b) You shall at all time act in accordance with rules and regulations of the Company including any amendments, alterations and additions made from time to time thereto



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- (c) You will report directly to the board of directors, but this reporting relationship may change in accordance with the requirements of the business of the Company. Any change in the reporting channel will be notified to you.

4. Remuneration

Your remuneration package is confidential information of the Company. Any discussion or disclosure of your remuneration package with anybody other than your supervising director or human resources department is inappropriate. Your remuneration package is unique to you and is not for comparison with others, accordingly, please treat this as private and confidential information.

(a) Basic Salary

Your basic salary will be **HK\$35,000** per month. Your monthly salary will be payable in Hong Kong dollars directly into your bank account on or around the last working day of each month.

(b) Year-end Bonus

You are entitled to a year-end bonus equivalent to your **one-month** basic salary upon completion of one full year service which runs from **January to December**. For less than a full year employment, you may be entitled to a pro-rata year-end bonus depending on your length of service with the Company in a calendar year subject to the sole discretion of the Company.

(c) Discretionary Bonus

You are eligible to be considered for a discretionary bonus after completion of service for each calendar year and you shall remain employed by the Company at the time when the bonus is paid. The amount of the discretionary bonus may vary from year to year subject to change without notice and is contingent upon criteria such as your work performance, the Company's and the Group's financial performance.

(d) Work Expenses

The Company shall refund all reasonable **pre-approved** out-of-pocket expenses incurred by you directly in relation to the proper performance of your work (such as travelling expenses etc.), subject to you providing the appropriate evidence of such expenses and in such manner and at such time as the Company may require.



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5. Office Hours

Normal working hours are from 9:00 a.m. to 6:00 p.m. daily Monday to Friday with a one-hour lunch break from 1:00 p.m. to 2:00 p.m. You may also be required to work such additional hours as are necessary for the proper fulfilment of your duties.

6. Holidays

You will be entitled to statutory holidays and public holidays in the Hong Kong Special Administrative Region (“Hong Kong”).

7. Annual Leave

You will be entitled to **fifteen (15)** working days of paid leave each year.

The leave year is from 1st January to 31st December. You are required to notify your superior 12 calendar days in advance of any intended annual leave days, which will be subject to the approval of the Company pursuant to business requirements.

Annual leave must be used in the current leave year and may not be carried forward without the Company’s prior written consent.

8. Sick Leave

All sick leave is subject to a medical certificate issued by a registered medical practitioner unless otherwise agreed by the Company. You must inform the Company by 10:00 a.m. on the first day of sickness for absence from the work. Failure to adhere to this procedure may result, at the Company’s discretion, in loss of salary until such time/date the Company has been duly notified. The Company has the right to have your sickness or injury cross-examined by the Company’s doctor at the Company expenses. It is also at the Company’s discretion, subject to Hong Kong Employment Ordinance, that sick leave taken may result in loss of salary.

9. Mandatory Provident Fund and Medical Scheme

You will join the Company’s Mandatory Provident Fund Scheme according to statutory requirements and the Company’s Medical Scheme.

10. Summary Dismissal

The Company may terminate this contract without notice or payment in lieu:

(a) if you:

(i) wilfully disobey a lawful and reasonable order; or



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- (ii) misconduct yourself such conduct being inconsistent with the due and faithful discharge of your duties; or
 - (iii) are guilty of dishonesty or fraud; or
 - (iv) are habitually neglectful in your duties; or
- (b) on any other ground on which the Company would be entitled to terminate the contract of employment without notice at common law.

11. Confidential Information

You hereby covenant and undertake that you will not make use of, divulge or communicate to any person (save in the proper performance of your duties under this contract) any of the trade secrets or other confidential information of the Company and/or any company within the Group which you receive or obtain while in the employment of the Company. This restriction shall continue to apply after the termination of your employment without limit in point of time. For the purpose of this employment contract, confidential information shall include all information not publicly available relating to the Company and/or any company within the Group including but not limited to any correspondence, business activities, products, design, service, plans, customers' information, result of analysis, financial background, feasibility report, strategies which may directly or indirectly affect the business of the Company and/or any company within the Group.

12. Non-solicitation of Employees and Customers

You shall not during a period of two (2) years after the termination of your employment, either on your own account or for any person or company, in the territories where the Company has carried on any business, solicit or entice away any employees or customers who have been employees or customers of the Company and/or any company within the Group during the period of two (2) years preceding the termination of your employment.

13. Severability

If any provision of this contract is held by any court of competent jurisdiction to be invalid or unenforceable in whole or in part, the remaining provisions of this employment contract shall continue in full force and effect.

14. Entire Agreement

This contract contains the entire agreement between the Company and you with regard to its subject matter and supersedes any prior agreements, discussions or negotiations. The Company reserves the right to change the terms and conditions of your employment.



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15. Law and Jurisdiction

This contract is subject to the laws of Hong Kong and non-exclusive jurisdiction of the courts of Hong Kong.

Please sign and date the enclosed duplicate of this contract, in order to acknowledge your agreement to the above terms and conditions.

Yours faithfully,
For and on behalf of
CMG Management Limited

Date : 8 October 2024

Confirmed and agreed by
Wu Ying Ha
HKID Card No: K784806(4)

Date : 8 October 2024