

EMPLOYMENT AGREEMENT

Employment Agreement, between

Uncle Ming's Gallery 明心齋 (the "Company") and

Mr/Mrs/Miss/Ms _____ (_____) (HK ID No. _____) (the "Employee").

English

中文

1. For good consideration, the Company employs the Employee on the following terms and conditions.
2. **Term of Employment:** Subject to the provisions for termination set forth below this agreement will begin on _____, unless sooner terminated. The probation period will be _____ month.
3. **Remuneration:**
 - 3.1 **Basic salary:** The Company shall pay Employee a basic salary of _____ per month payable by, for the services of the Employee, payable at regular payroll periods.
 - 3.2 **Allowance:** The Company shall pay Employee a travel allowance of _____ per and a food allowance of _____ per working day on condition that employee attend the Company and assume his/her duties before _____ o'clock.
 - 3.3 **Attendance Award** (for permanent employee after probation period only): The employee will be entitled to the attendance award of _____ payable on half monthly basis if he/she keeps a zero absenteeism record during the payroll period and the accumulated time of lateness is less than 30 minutes for the same payroll period.
 - 3.4 **Year end bonus** (for permanent employee having more than 1 year of service): A year end bonus will be paid to the permanent employee after probation at the last pay day before the Chinese new year. The basic portion is equal to the average monthly salary for the last twelve months plus a performance award based on an appraisal report integrating the feedback from the customers, supervisors and business partners.
 - 3.5 **Revision of Remuneration:** The remuneration will be revised from time to time according to the performance of the Employee. Written notice of adjustment will be issued to the Employee and supersede the aforesaid remuneration scheme as stated from 3.1 to 3.4.
4. **Duties and Position:** The Company hires the Employee in the capacity of _____. The Employee's duties may be reasonably modified at the Company's direction from time to time.
5. **Employee to Devote Full Time to Company:** The Employee will devote full time, attention, and energies to the business of the Company and during this employment, will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. Employee is not prohibited from making personal investments in any other businesses provided those investments do not require active involvement in the operation of said companies.
6. **Confidentiality of Proprietary Information:** Employee agrees, during or after the term of this employment, not to reveal confidential information, or trade secrets to any person, firm, corporation, or entity. Should Employee reveal or threaten to reveal this information, the Company shall be entitled to an injunction restraining the Employee from disclosing same, or from rendering any services to any entity to whom said information has been or is threatened to be disclosed. The right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against the Employee for a breach or threatened breach of this condition, including the recovery of damages from the Employee.
7. **Reimbursement of Expenses:** The Employee may incur reasonable expenses for furthering the Company's business, including expenses for entertainment (for marketing department only), travel, and similar items. The Company shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to Company policy.
8. **Working Day and Time:** There shall be 5 1/2 working days per week. The Employee may elect to work on alternative Saturday upon the approval of his/her supervisor. The Employee shall be prepared to work overtime occasionally in seasonal peak month when the excessive orders received. The remuneration for overtime work will be calculated on hourly basis in accordance with the basic salary and allowances.
9. **Rest Day, Holiday and Vacation:** The Employee shall be entitled to all the statutory holidays and a rest day per week. The permanent Employee shall also be entitled to a yearly vacation of 7 days at full pay after serving every period of 12 months, or calculated on pro-rata basis if the period of service is less than 1 year. The Employee's entitlement to paid annual leave will increase progressively by 1 day for every additional year of service to a maximum of 14 days.
10. **Disability:** If Employee cannot perform the duties because of illness or incapacity, the compensation due during

said illness or incapacity will be paid in accordance to the Labor Ordinance. However, if the Employee is absent from work for any reason for a continuous period of over _____ months, the Company may terminate the Employee's employment, and the Company's obligations under this agreement will cease on that date.

11. Termination of Agreement:

- 11.1 Without cause, the **Company** may terminate this agreement at any time without prior notice during the probation period, or upon 1 month written notice to the Employee after the probation period. If the Company requests, the Employee will continue to perform his/her duties and be paid his/her regular salary up to the date of termination less MPF required to be withheld.
- 11.2 Without cause, the **Employee** may terminate employment at any time without prior notice during the probation period or upon 1 month written notice to the Company after probation Employee may be required to perform his/her duties and will be paid the regular salary to date of termination less MPF required to be withheld.
- 11.3 Notwithstanding anything to the contrary contained in this agreement, the Company may terminate the Employee's employment upon 1 month's 1 month written notice to the Employee should any of the following events occur:
- a) The sale of substantially all of the Company's assets to a single purchaser or group of associated purchasers; or
 - b) The sale, exchange, or other disposition, in one transaction of the majority of the Company's outstanding corporate shares; or
 - c) The Company's decision to terminate its business and liquidate its assets;
 - d) The merger or consolidation of the Company with another company.
 - e) Bankruptcy or Chapter 11 Reorganization.

12. **Death Benefit:** Should Employee die during the term of employment, the Company shall pay to Employee's estate any compensation due through the end of the month in which death occurred.

13. **Restriction on Post Employment Compensation:** For a period of one year after the end of employment, the Employee shall not control, consult to or be employed by any business in direct competition to that conducted by the Company, either by soliciting any of its accounts or by operating within Employer's general trading area.

14. **Assistance in Litigation:** Employee shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.

15. **Effect of Prior Agreements:** This agreement supersedes any prior agreement between the Company or any predecessor of the Company and the Employee, except that this agreement shall not affect or operate to reduce any benefit or compensation inuring to the Employee of a kind elsewhere provided and not expressly provided in this agreement.

16. **Settlement by Arbitration:** Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by arbitration in accordance with the Labor Ordinance in any law court with jurisdiction.

17. **Limited Effect of Waiver by Company.** Should Company waive breach of any provision of this agreement by the Employee, that waiver will not operate or be construed as a waiver of further breach by the Employee.

18. **Severability:** If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect. If this agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between the Company (or any predecessor thereof) and the Employee shall be deemed reinstated as if this agreement had not been executed.

19. **Assumption of Agreement by Company's Successors and Assignees:** The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the Company's successors and assignees.

20. **Oral Modifications Not Binding:** This instrument is the entire agreement of the Company and the Employee. Oral changes shall have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

Signed this _____ day of _____, _____

Portia Mei Ying Cheng
For and on behalf of Uncle Ming's Gallery

Employee