

DATED *10th June* **2003**

KO YO ECOLOGICAL AGROTECH (GROUP) LIMITED

and

YUAN BAI

SERVICE AGREEMENT

HERBERT SMITH
23rd Floor, Gloucester Tower
11 Pedder Street
Hong Kong

(Our Ref: 3036/3174/30803829)

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AGREEMENT made on 10th June, 2003

BETWEEN:

1. **KO YO ECOLOGICAL AGROTECH (GROUP) LIMITED** a company incorporated in the Cayman Islands whose registered office is at Century Yard, Cricket Square, Hutchins Drive, P.O. Box 2681 GT George Town, Grand Cayman, British West Indies (the "**Company**"); and
2. **YUAN BAI (袁柏)** of Room 3FA02, Block 1, No.2, Yongfeng Lu, Gaoxin District, Chengdu City, Sichuan Province, the PRC (the "**Director**").

WHEREAS:

- (A) It is intended that the shares of the Company are to be listed on GEM.
- (B) This Agreement sets out the terms and conditions upon and subject to which the Company agrees to employ the Director and the Director agrees to serve the Company as an executive director by providing the Company with the services hereinafter described on the terms and conditions set out below.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following terms shall, unless the context otherwise require, have the following meanings:

"**associate**" means a body corporate which for the time being is a holding company of the Company or a subsidiary (other than the Company) of such a holding company;

"**Board**" means the board of directors of the Company;

"**Companies Ordinance**" means the Companies Ordinance Chapter 32 of the Laws of Hong Kong;

"**Date of Termination**" means the date on which the employment of the Director by the Company terminates save pursuant to an assignment by the Company under clause 20 in which case it shall mean the date on which his employment with such assignee shall terminate;

"**Employment Ordinance**" means the Employment Ordinance Chapter 57 of the Laws of Hong Kong;

"**financial year**" means each twelve-month period by reference to which the Company prepares its annual audited accounts;

"**GEM**" means the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited;

"Group" means the Company, its subsidiaries and associates from time to time;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Listing Rules" mean the Rules Governing the Listing of Securities on GEM;

"MPF Scheme" means an approved mandatory provident fund scheme in accordance with the Mandatory Provident Fund Ordinance Chapter 485 of the Laws of Hong Kong;

"PRC" means the People's Republic of China, which for the purpose of this Agreement excludes Hong Kong, the Macau Special Administrative Region and Taiwan;

"recognised stock exchange" means any internationally recognised regularly operating securities exchange;

"subsidiary", "holding company" and "shares" have the meaning attributed to them by section 2 of the Companies Ordinance;

"working days" means Monday to Friday in any week (excluding public holidays);

1.2 Interpretation

In this Agreement, save where the context otherwise requires:

1.2.1 unless otherwise stated and except in clause 17 below, a reference to the employment of the Director is to his employment by the Company (or if appropriate any assignee pursuant to clause 20) under this Agreement;

1.2.2 unless the context otherwise requires, words in the singular include the plural and vice versa, and a reference to a person includes a reference to a body corporate and to an unincorporated body of persons;

1.2.3 a reference to a statute or statutory provision includes a reference to that statute or provision as from time to time modified or re-enacted;

1.2.4 a reference to a clause, sub-clause, Schedule (other than to a schedule of a statutory provision) shall be a reference to a clause, sub-clause or Schedule of or to this Agreement;

1.2.5 headings in this Agreement are for convenience only and have shall not affect the interpretation of any provision of this Agreement; and

1.2.6 an action which the Company is entitled or required to take part to this Agreement shall be construed as an action to be taken by resolution of the Board.

2. APPOINTMENT AND TERM

2.1 The Director will be employed by the Company as an executive director of the Company.

2.2 His employment will begin on the date of this Agreement and will continue, subject to the terms of this Agreement, for a period of three years and thereafter until determined by either party giving to the other not less than three months' written notice or otherwise pursuant to clause 15.

3. DUTIES

3.1 During the continuance of his employment the Director shall:

3.1.1 (A) be fully responsible for the overall management of the Group's business and perform duties of the office of executive director in accordance with the directions of the Board including day-to-day management of the affairs of the Group and attendance at meetings of the Board convened on reasonable notice; and

(B) perform such other duties as may from time to time be assigned to him by the Board, whether those duties relate to the business of the Company or to the business of any subsidiary or associate of the Company;

3.1.2 in all respects comply with lawful directions given by or under the authority of the Board;

3.1.3 use his best endeavours to promote the interests of the Company;

3.1.4 unless prevented by incapacity, devote the whole of his time, attention and ability during his agreed hours of work to the performance of his duties under this Agreement; and

3.1.5 keep the Board fully informed of his actions and report to the Board in relation to his duties under this Agreement in such manner as the Board may from time to time determine.

3.2 The agreed hours of work of the Director will be normal business hours (Mondays to Fridays) and such other hours as may be required for the proper performance of his duties under this Agreement and he will perform those duties at such place or places as shall be required in Hong Kong, the PRC or elsewhere as the Board may from time to time determine.

3.3 Notwithstanding the foregoing provisions of this clause, if notice is served by either party pursuant to clause 2.2, the Company shall not be obliged to provide any work for the Director or to assign to or vest in the Director any powers, duties, or functions and may in its discretion suspend the Director on full salary and other contractual benefits save as provided below and require the Director:

3.3.1 not to enter any premises of the Group;

3.3.2 to abstain from contacting any customers, clients, employees or suppliers of the Group; and

3.3.3 to resign from all offices in the Group without any compensation;

and the Director irrevocably authorises the Company in his name and on his behalf to execute all documents and do all things necessary to effect the resignations referred to in sub-clause 3.3.3, in the event of his failure to do so.

The Director shall not be employed by or provide services to any third party during the period for which he is suspended pursuant to this clause. The Director shall have no entitlement to any bonus in respect of the period of any such suspension and shall have no claim in respect of the effect (if any) which any such suspension may have on his entitlement in respect of any other period.

4. SALARY AND BONUS

- 4.1 During the continuance of his employment the Director will be entitled to a salary at the rate of RMB160,000.00 per annum and a director's fee of HK\$100,000.00 per annum, calculated on a pro-rata basis. The director's fee shall be payable from the date of commencement of trading of the shares of the Company on GEM.
- 4.2 The Director's salary will accrue from day to day, be payable by equal monthly instalments and be exclusive of any other sums receivable as directors fees or other remuneration to which he may be or become entitled as a director of the Company or of any of its subsidiaries or associates.
- 4.3 The Director's salary and director's fee will be reviewed annually during the continuance of his employment by the Board and may be increased at the sole discretion of the Board and decided by a majority number of the members of the Board present at the meeting at such rate as may be determined at the sole discretion of the Board.
- 4.4 In addition to his salary and director's fee, the Director will be entitled in respect of each financial year of the Company during the continuance of his employment to a discretionary bonus which, subject to the following provisions of this clause, will be calculated as a percentage of the audited consolidated net profit after taxation and minority interests but before extraordinary items of the Group for each financial year PROVIDED that the total amount of such discretionary bonuses payable to all executive directors of the Company at any financial year shall not exceed 3% per cent of such audited consolidated net profit of the Group. Such percentage rate may be reviewed annually by the Board.
- 4.5 The Director shall abstain from voting and not be counted in a quorum in respect of any resolution of the Board regarding the rate of the annual increment (if any) of his salary payable under clause 4.3 and the determination of the discretionary bonus to the Director under clause 4.4.
- 4.6 Any such discretionary bonus in respect of any financial year will be paid within 21 days after the Company's accounts for that year have been laid before, and approved, in general meeting.
- 4.7 In the event of a dispute as to the amount of any bonus payable under this clause, the matter will be referred to the auditors for the time being of the Company, acting as

experts and not as arbitrators, and their decision will be final and binding on both parties.

5. OTHER BENEFITS

- 5.1 The Director will be entitled to participate in such medical policies and other employment benefit as the Company may in its absolute discretion determine.
- 5.2 The Director will be entitled to participate in any share option scheme as may be adopted by the Company from time to time, provided that his entitlement thereunder shall be determined at the absolute discretion of the Board in accordance with and subject to such rules and/or terms of the share option scheme in force.

6. EXPENSES

The Company will reimburse the Director all reasonable travelling, hotel, entertainment and other expenses properly incurred by him in the performance of his duties under this Agreement and the Director will, if so required, provide the Company with receipts or other evidence of the payment of such expenses.

7. HOLIDAYS

- 7.1 The Director will be entitled to 21 working days' holiday in each calendar year to be taken at such times as may be approved by the Board and in accordance with the Company's policy from time to time, in addition to public holidays.
- 7.2 Upon termination of this Agreement for whatever reason the Director shall be entitled to payment in lieu on a pro rata basis for any holidays not taken which have accrued in the calendar year in which the Date of Termination falls, calculated by reference to the number of calendar days that the Director was employed during that calendar year inclusive of the Date of Termination.
- 7.3 The Company will be entitled to deduct 1/25 (one-twenty-fifth) of the Director's monthly salary for each day that the Director has taken as holiday prior to the Date of Termination in excess of his proportionate entitlement.
- 7.4 At the Company's option, the Director may be required to take any outstanding holiday entitlement during his notice period referred to in sub-clause 2.2 insofar as permitted by the Employment Ordinance.

8. SICKNESS AND INJURY

- 8.1 If the Director is absent from work as a result of sickness or injury, he shall comply with the Company's requirements for the time being in force as to notification of absence, details of which are available from the Company.
- 8.2 The Director agrees that he will, at the expense of the Company, and if directed to do so by the Board at any time, undergo a medical examination by a medical practitioner nominated by the Company and the Company shall be entitled to be supplied with and retain a copy of any medical report, diagnosis or prognosis made or produced in

relation to any such medical examination and to discuss the same with the practitioner who produced such report, diagnosis or prognosis.

- 8.3 The Director will, subject to compliance with sub-clause 8.1 and clause 14, be entitled to payment of his salary at the full rate and provision of all contractual benefits set out in this Agreement during any periods of absence from work as a result of sickness or injury up to a maximum of 90 working days in aggregate in any twelve consecutive months; but, subject to sub-clause 8.4, he will not be entitled to any payment of salary during any absence in excess of that maximum.
- 8.4 The Company will pay statutory sick pay, where appropriate, in accordance with the legislation in force at the time of absence, and any payment of salary in accordance with this clause will go towards discharging its liability to pay statutory sick pay.

9. INTERESTS IN OTHER BUSINESSES

Save with the written consent of the Board, the Director will not during the continuance of his employment be engaged or interested (except as the passive holder for investment of up to 3 per cent of any class of securities quoted or dealt in/on a recognised stock exchange) either directly or indirectly in any business or occupation other than the business of the Company and its subsidiaries and associates.

10. SHARE DEALINGS

- 10.1 The Director will comply with the requirements of the Listing Rules and will not act so as to commit or cause the Company to commit an offence under the Listing Rules.
- 10.2 During the continuance of his employment and, if later, until he ceases to be a director of the Company the Director will not (and will procure, so far as he is able, that his wife, dependent children and persons connected with him will not) deal or become or cease to be interested (within the meaning of the Listing Rules) in any shares or other securities of the Company or any subsidiary or associate of the Company except in accordance with the Listing Rules.
- 10.3 During the continuance of his employment and, if later, until he ceases to be a director of the Company, the Director will notify the Company immediately of any dealing in the securities of the Company by the Director, his wife and dependent children including the grant, acceptance, exercise or disposal of any option or other right or obligation to acquire or dispose of securities. The notification shall include the nature of the dealing, the nature and extent of the Director's interest in it, the date on which the dealing was effected and the price, number (or amount) and class of securities. The Director will take all reasonable steps to notify the Company of any such dealing by persons connected with the Director and to ensure that such persons are aware of his obligation to notify such dealing and to secure their co-operation in discharging it. In addition to the details required above, the notification of any such dealing shall include the identity of the person connected with the Director.
- 10.4 For the purposes of this clause 10, "**connected**" has the meaning attributed to it by the Listing Rules.

11. CONFIDENTIALITY

11.1 The Director will not during the continuance of his employment or afterwards (unless authorised to do so by the Board or by a court of competent jurisdiction or any agency, regulatory authority or recognised stock exchange having supervisory authority over the Company, its subsidiaries or associates):

11.1.1 use for his own benefit or the benefit of any other person;

11.1.2 disclose to any person; or

11.1.3 through any failure to exercise all due care and diligence cause or permit any unauthorised disclosure of,

any confidential information of the Company or any of its subsidiaries or associates which he has obtained by virtue of his employment or in respect of which the Company or any of its subsidiaries or associates is bound by an obligation of confidence to a third party. Confidential information shall include, without limitation, this Agreement and all ancillary or related agreements and letters, all information relating to the Company, its subsidiaries and associates and their respective businesses, clients, employees and customers, financial data, customer lists, contracts, policies and procedures, information relating to the working of any process or invention carried on or used by the Company or any subsidiary or associate, information relating to research projects, prices, discounts, mark-ups, acquisitions, dispositions and future business strategy, marketing, tenders and any price sensitive information.

11.2 Without prejudice to the generality of the above, the Director:

11.2.1 must not disclose any trade secrets or other information of a confidential nature relating to the Company or any subsidiary or associate of the Company or their business or in respect of which the Company or any of its subsidiaries or associates owes an obligation of confidence to any third party during or after his employment except in the proper course of his employment or as required by law;

11.2.2 must return to the Company upon request and, in any event, upon the termination of his employment, all documents and tangible items which belong to the Company or any of its subsidiaries or associates or which contain or refer to any confidential information and which are in his possession or under his control; and

11.2.3 must, if requested by the Company, delete all confidential information from any re-usable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in his possession or under his control.

11.3 In the event of the Director's breach of any of these terms the Director will be liable for damages. The Director also agrees that any breach of the undertakings contained in this clause 11 could irreparably injure the Company. Accordingly, the Director

agrees that the Company may, in addition to any other remedies it may have in law or equity, cease making payments as may otherwise be required by this Agreement and obtain injunctive relief against the Director from any court having jurisdiction.

- 11.4 The restriction in this clause will not prevent the Director, after the Date of Termination, from using for his own or another's benefit, any information which becomes available to the public generally other than by reason of a breach by the Director of his obligations under this Agreement but any such use will be subject to the restrictions contained in clause 12.

12. PROTECTION OF INTERESTS OF COMPANY

- 12.1 In this clause:

12.1.1 "**competing business**" shall mean any business in the PRC and Hong Kong which competes or which is likely to compete with any business carried on at the Date of Termination by the Company or any subsidiary or associate of the Company in which the Director shall have been involved to any extent (other than de minimis) at any time during the 12 months up to and including the Date of Termination;

12.1.2 "**restricted goods or services**" shall mean goods or services of the same type as or similar to any goods or services supplied by the Company or any subsidiary or associate of the Company at the Date of Termination;

12.1.3 references to acting directly or indirectly include (without prejudice to the generality of that expression) references to acting alone or jointly with or by means of any other person.

- 12.2 Until the expiration of 24 months from the Date of Termination the Director shall not directly or indirectly:

12.2.1 carry on or be interested in a competing business save that he may hold for passive investment up to three per cent of any class of securities quoted or dealt in/on a recognised stock exchange;

12.2.2 act as a consultant or employee or officer in any capacity in a competing business save that the Director shall be free to act as a consultant or employee or officer in any competing business so far as his duties or work shall relate exclusively to work of a kind or nature with which he was not concerned to any extent (other than de minimis) during the 12 months up to and including the Date of Termination.

- 12.3 Until the expiration of 24 months from the Date of Termination the Director shall not directly or indirectly:

12.3.1 solicit, canvass or approach or endeavour to solicit, canvass or approach in competition with the Company or, as the case may be, in competition with the relevant subsidiary or associate any person:

- (A) who, to the knowledge of the Director, was provided with goods or services by the Company or any subsidiary or associate of the Company at any time during the 12 months up to and including the Date of Termination; or
- (B) who, to the knowledge of the Director, was negotiating with the Company or any subsidiary or associate of the Company for the supply of goods or services at any time during the 12 months up to and including the Date of Termination,

for the purpose of offering to that person restricted goods or services;

12.3.2 supply in competition with the Company or, as the case may be, in competition with the relevant subsidiary or associate restricted goods or services to any person who, to the knowledge of the Director, was provided with goods or services by the Company or any subsidiary or associate of the Company at any time during the 12 months up to and including the Date of Termination;

12.3.3 solicit, canvass or approach or endeavour to solicit, canvass or approach in competition with the Company or, as the case may be, in competition with the relevant subsidiary or associate for the purpose of obtaining the supply of goods or services of the same type as or similar to any goods or services supplied to the Company or any subsidiary or associate of the Company at the Date of Termination, any person who, to his knowledge, provided the Company or any subsidiary or associate of the Company with any such goods or services at any time during the 12 months up to and including the Date of Termination;

12.3.4 solicit or entice away or endeavour to solicit or entice away from the Company or any subsidiary or associate of the Company in competition with the Company or, as the case may be, in competition with the relevant subsidiary or associate any person employed by the Company or any subsidiary or associate of the Company any capacity at the Date of Termination with a view to inducing that person to leave such employment and to act for another person in the same or a similar capacity in relation to the same field of work.

12.4 After the Date of Termination (for whatever reason and howsoever caused) or, if later, the date of his ceasing to be a director of the Company the Director will not represent himself or permit himself to be held out as being in any way connected with or interested in the business of the Company or the business of any subsidiary or associate of the Company.

12.5 Each of the restrictions in sub-clauses 12.2.1, 12.2.2 and 12.3.1, 12.3.2, 12.3.3 and 12.3.4 hereof are separate and severable and in the event of any such restriction (including the defined expressions in sub-clauses 12.1.1 and 12.1.2) being determined as being unenforceable in whole or in part for any reason such unenforceability shall not affect the enforceability of the remaining restrictions or, in the case of part of a restriction being unenforceable, the remainder of that restriction.

- 12.6 Each of the restrictions in sub-clauses 12.2.1, 12.2.2, 12.3.1, 12.3.3 and 12.3.4 is considered reasonable by the parties herein but in the event that any such sub-clause shall be found to be void but would be valid if some part thereof were deleted or the period or area or application reduced, such sub-clause shall apply with such modifications as may be necessary to make it valid and effective. In particular, the Director agrees that the said sub-clauses are reasonable and necessary for the protection of the business of the Company.
- 12.7 The restrictions entered into by the Director in sub-clauses 11.1, 12.2, 12.3 and 12.4 are given to the Company for itself and as trustee for each and any subsidiary or associate of the Company to which he has or shall have provided services under this Agreement and the Director agrees that he will at the request and cost of the Company enter into a further agreement with any such company whereby he will accept restrictions corresponding to the restrictions in this Agreement (or such of them as that company in its discretion shall deem appropriate). The Company declares that insofar as these restrictions relate to such subsidiaries or associates it holds the benefit of them as trustee. In exercising any right as trustee hereunder the Company shall be entitled to limit the action it takes to such action as it may, in its absolute discretion, consider reasonable.

13. JOINT APPOINTMENT

The Company shall be entitled from time to time to appoint any other person or persons to act jointly with the Director in the performance of his duties.

14. TERMINATION

- 14.1 Either party shall be entitled to terminate the employment of the Director by giving notice to the other in accordance with clause 2.
- 14.2 The Company shall be entitled to terminate the employment of the Director without notice and without any compensation to the Director if he:
- 14.2.1 commits a serious or persistent breach of any term of this Agreement;
 - 14.2.2 is guilty of conduct tending to bring himself or the Company or any subsidiary or associate of the Company into disrepute;
 - 14.2.3 neglects, fails or refuses to carry out any of the duties properly assigned to him under this Agreement;
 - 14.2.4 becomes of unsound mind, bankrupt or compounds with his creditors; or
 - 14.2.5 becomes prohibited by law or rules, regulations, practice notes of the GEM (for so long as the Company is listed on GEM) from being a director of a company.
- 14.3 Notwithstanding the provisions in clause 2 and this clause, the Company shall be entitled to terminate the employment of the Director without any compensation to the Director by written notice with immediate effect if the shares of the Company are not listed on GEM by 31st December 2003.

- 14.4 In order to carry out such investigations as it deems appropriate of a complaint against the Director of misconduct or for any other reason permitted by law, the Company may suspend the Director for a period not exceeding 14 days, on full pay and other contractual benefits save as below and require the Director:
- 14.4.1 not to enter any premises of the Company or any subsidiary or associate of the Company; and
- 14.4.2 to abstain from contacting any customers, clients, employees or suppliers of the Company or any subsidiary or associate of the Company.
- 14.5 The Director shall not be employed by or provide services to any third party during the period for which he is suspended pursuant to this clause. The Director shall have no entitlement to bonus in respect of the period of any such suspension and shall have no claim in respect of the effect (if any) which any such suspension may have on his entitlement in respect of any other period.
- 14.6 If the Director is incapacitated by ill health or otherwise from carrying out his duties under this Agreement for an aggregate of 125 working days in any twelve consecutive months, the Company will be entitled to terminate his employment by not less than one month's written notice given within three months after the end of the 125 days.
- 14.7 Save for a resignation pursuant to clause 3.3.3 the employment of the Director will terminate immediately if he ceases to be a director but unless required to do so under this Agreement or the Articles of Association of the Company, the Director shall not resign as a director or fail to offer himself for re-election on his retiring by rotation and any such resignation or failure shall constitute a repudiatory breach of this Agreement by the Director;
- 14.8 Any cessation of his directorship as a result of the Director being removed as a director by the Company or as a result of the failure of the Company in general meeting to re-elect the Director as a director shall constitute a repudiatory breach of this Agreement by the Company (and any such cessation shall be without prejudice to any claim that the Director may have for breach of this Agreement) unless at the time of such cessation the Company was entitled to terminate the employment of the Director in accordance with the terms of this Agreement.
- 14.9 Any obligations of the Director under this Agreement which are expressed to continue after the Date of Termination shall continue in full force and effect notwithstanding the termination of his employment.
- 14.10 The Director agrees that for the purposes of the Employment Ordinance and subject to its provisions, the Company may apply any sums which may be due from the Company to the Director (including, without limitation, accrued salary and/or holiday pay) at the Date of Termination (for whatever reason and howsoever caused) against any sums which may be due from the Director to the Company and the Director further agrees that in the event of his failure to give due notice of termination of this Agreement under clause 2, the Company may retain any such sums without prejudice to its right to claim damages for any additional loss it may suffer as a result of the Director's failure to give due notice of termination.

15. WAIVER OF RIGHTS

15.1 If:

15.1.1 the employment of the Director is terminated:

- (A) by reason of the liquidation of the Company for the purpose of amalgamation or reconstruction; or
- (B) as part of any arrangement for the amalgamation of the undertaking of the Company not involving liquidation or for the transfer of the whole or part of the undertaking of the Company to any of its subsidiaries or associates; and
- (C) not less than 7 days before the relevant date, the Director is offered suitable employment with the amalgamated or reconstructed or transferee company for a period of not less than the then unexpired term of his employment under this Agreement and on terms which are no less favourable to him than the terms of this Agreement;

the Director will have no claim against the Company or any subsidiary or associate of the Company in respect of that termination.

15.2 The Director hereby acknowledges that he has no outstanding claim of any kind against any company in the Group.

16. DISCIPLINE AND GRIEVANCES

16.1 If the Director is dissatisfied with any disciplinary decision or has any grievance relating to his employment, he should refer the matter to any member of the Board and the reference will be dealt with by discussion and decision at a meeting of the Board.

17. INVENTIONS AND OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY

17.1 The parties foresee that the Director may make inventions or create other industrial or intellectual property in the course of his duties under this Agreement and agree that in this respect the Director has a special responsibility to further the interests of the Group.

17.2 Any invention or improvement or design made or process or information discovered or copyright work or trade mark or trade name or get-up created by the Director during the term of his appointment as a director of the Company, its subsidiaries or associates (whether capable of being patented or registered or not and whether or not made or discovered in the course of his employment under this Agreement) in conjunction with or in any way affecting or relating to the business of the Group or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of such company in the Group as the Company may direct.

- 17.3 The Director, if and whenever required so to do by the Company, shall at the expense of a company in the Group apply or join with such company in applying for letters patent or other protection or registration for any such invention improvement design process information work trade mark trade name or get-up as aforesaid which whether pursuant to this clause 17 or otherwise belongs to such company and shall at the expense of such company 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 in such company absolutely and as sole beneficial owner or in such other person as the Company may specify.
- 17.4 The Director 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 17 and in favour of any third party a certificate in writing signed by any director or by the secretary of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case.

18. OBLIGATIONS TO THIRD PARTIES

The Director warrants that by virtue of entering into this Agreement and performing the duties set out in this Agreement he will not be in breach of any contract of service or for the provision of services or any partnership agreement and will, save as implied by law, be free from all agreements, arrangements or other restrictions restricting his right to compete with any person or to solicit clients or employees of any person or in any way restricting him from performing this Agreement in accordance with its terms.

19. ENTIRE AGREEMENT

- 19.1 This Agreement represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement (including any previous service agreement) between the parties with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.
- 19.2 Each party confirms that, except as provided in this Agreement, no party has relied on any representation or warranty or undertaking which is not contained in this Agreement and, without prejudice to any liability for fraudulent misrepresentation, no party shall be under any liability or shall have any remedy in respect of misrepresentation or untrue statement unless and to the extent that a claim lies under this Agreement.
- 19.3 In the event that any provision of this Agreement shall be void or unenforceable by reason of any provision of applicable law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and if necessary, be so amended as shall be necessary to give effect to the spirit of this Agreement so far as possible.
- 19.4 The Director hereby acknowledges that he has no claim of any kind whatsoever against any company in the Group and without prejudice to the generality of the foregoing, he further acknowledges that he has no claim for damages against any

company in the Group for the termination of any previous service agreements, arrangements or undertakings for the sole purpose of entering into this Agreement.

20. ASSIGNMENT

The Company reserves the right forthwith on written notice to the Director to assign its rights and obligations under this Agreement to any subsidiary or associate of the Company and any reference to the Company in this Agreement shall thereafter be a reference to any such company.

21. NOTICES

21.1 A notice, approval, consent or other communication given under or in connection with this Agreement (in this clause known as a "Notice"):

21.1.1 must be in writing;

21.1.2 must be left at the address of the addressee or sent by pre-paid post (airmail if posted to or from a place outside Hong Kong) to the address of the addressee or sent by facsimile to the facsimile number of the addressee in each case which is specified in this clause, and marked for the attention of the person so specified, or to such other address or facsimile number and/or marked for the attention of such other person as the relevant party may from time to time specify by Notice given in accordance with this clause.

The relevant details of each party at the date of this Agreement are:

The Company

Address: Suite 3102, Sino Plaza
255-257 Gloucester Road
Causeway Bay, Hong Kong

Facsimile: (852) 2803 5660

Attention: The Company Secretary

The Director

Address: Room 3FA02, Block 1 No.2, Yangfeng Lu
Gaoxin District Chengde City Sichuan Province The PRC
Facsimile: 86-28-85149167

21.2 In the absence of evidence of earlier receipt, any Notice shall take effect from the time that it is deemed to be received in accordance with sub-clause 21.3.

21.3 Subject to sub-clause 21.4, a Notice is deemed to be received:

21.3.1 in the case of a Notice left at the address of the addressee, upon delivery at that address;

21.3.2 in the case of a posted letter, on the second day after posting or, if posted to or from a place outside Hong Kong, the seventh day after posting;

21.3.3 in the case of a facsimile, on production of a transmission report from the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

21.4 A Notice received or deemed to be received in accordance with sub-clause 21.3 above on a day which is not a Business Day or after 5 p.m. on any Business Day, shall be deemed to be received on the next following Business Day.

21.5 For the purposes of this clause, "**Business Day**" shall mean a day not being a Saturday on which trading banks are generally open for business in Hong Kong.

21.6 Each party undertakes to notify all of the other parties by Notice served in accordance with this clause if the address specified herein is no longer an appropriate address for the service of Notice.

22. VARIATION AND WAIVER

22.1 No variation of this Agreement shall be effective unless it is in writing signed by all the parties.

22.2 No waiver of any term, provision or condition of this Agreement shall be effective unless it is in writing and signed by the waiving party.

22.3 No failure to exercise nor any delay in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

22.4 The waiver of any term, provision or condition of this Agreement on any occasion shall not constitute a waiver of:

22.4.1 any other term, provision or condition of this Agreement; or

22.4.2 such terms, provisions or conditions of this Agreement on any future occasion.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

24. GOVERNING LAW

24.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

24.2 Each party irrevocably agrees for the benefit of the Company that the Courts of Hong Kong shall have non-exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising therefrom.

24.3 The Director hereby irrevocably appoints Ms. Man Au Vivian of 1C, Block 2, Peakville, 74 Robinson Road, Hong Kong as his agent to accept service of legal process on his behalf. The Director irrevocably agrees that if his process agent ceases to have an address in Hong Kong or ceases to act as his process agent, he shall appoint a new process agent acceptable to the Company and will deliver to the Company within 14 days a copy of written acceptance of appointment by the new process agent.

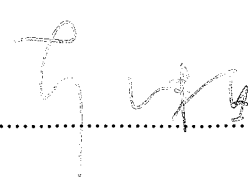
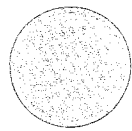
IN WITNESS whereof the parties hereto have executed this Agreement as a Deed on the day and year first above written.

SIGNED, SEALED AND DELIVERED by)
YUAN BAI)
in the presence of:)



Signature of Witness
Name of Witness (in print)
Address of Witness

OLIVIA K KO
Solicitor
Herbert Smith
Hong Kong SAR


.....


Signed by)
LI WEIRUO)
on behalf of)
KO YO ECOLOGICAL AGROTECH)
(GROUP) LIMITED)
in the presence of:-)



OLIVIA K KO
Solicitor
Herbert Smith
Hong Kong SAR

