



**Employment Contract**  
**for Employees of Colar Marketing Solution Limited**  
**Contract No.: E 22050010 A**

This employment contract is made between COLAR MARKETING SOLUTION LIMITED ("the Employer") at the address of UNIT A1-2, LEVEL 27, TML TOWER, 3 HOI SHING ROAD, TSUEN WAN, NT, HONG KONG and Ms. LIZ CARL (Hong Kong Identity Card No. Y091441(8)) ("the Employee") at the address of Flat A, 3/f, BLK6, Peridot Court, 9 Yu Chui Street, Tuen Mun, Hong Kong. The Employer and the Employee understand and agree to observe the terms of employment set out below. Both parties understand that this employment contract is governed by the laws of Hong Kong, in particular, the Employment Ordinance, Chapter 57, the Employees' Compensation Ordinance, Chapter 282 and the Minimum Wage Ordinance, Chapter 608. Both parties acknowledge that they have read the attached Guidance Notes on Signing of Standard Employment Contract.

1. This employment contract shall commence on 11/07/2021 (day/month/year).
2. The Employee shall be employed by the Employer as DESIGN MANAGER. The place of work is UNIT A1-2, LEVEL 27, TML TOWER, 3 HOI SHING ROAD, TSUEN WAN, NT, HONG KONG (as specified in service contract no.: E 22050010 A). If necessary, the Employer shall be allowed to deploy the Employee to work with under an urgent situation or on an ad hoc and limited basis.
3. (a) The Employee shall work 5 days a week, and his/her daily working hours shall be:  
From 09:30 a.m. to 18:30 p.m.  
(b) The meal time of the Employee shall be 1 hour(s) per day and is:

Under exceptional circumstances and at the request of the relevant procuring department, the Employer may make appropriate adjustment to the above working hours, provided that such adjustment should be on an ad hoc basis and it should not affect the original number of working hours in a day of the Employee.

4. The Employee is entitled to 2 paid rest day in every period of 7 days. The paid rest day for the Employee shall be on every Saturday and Sunday / granted on an irregular basis\* (in which case the Employer must inform the Employee in writing of the appointed paid rest days, or exhibit the Employee's roster of paid rest days in a conspicuous place in the place of employment, before the beginning of each month). The rest day pay of the Employee shall be a sum equivalent to the pay for the Employee's work on a normal working day (excluding overtime pay).
5. Contractual day-off other than paid rest days shall be (if applicable):  
  
Unpaid.
6. If the Employee works in accordance with the working hours of this employment contract, he/she shall receive:
  - (a) Monthly wages (excluding any overtime pay) of HK\$33,000.00, which shall include wages for hours worked by the Employee on his/her normal working days and rest day pay. And the monthly wages will be increased to HK\$36,000 after probation period.  
  
Irrespective of the number of days in a particular month, the Employee shall be paid monthly wages equivalent to the wages specified in this employment contract. The Employee's deductions for absence from work shall be calculated on the basis of the number of normal working days plus paid rest days in a particular month.  
  
Any allowance shall be paid on top of the above wages.
  - (b) the overtime pay and pay for work on rest day/contractual day-off shall be granted as day-off basis on every half day for the Employee's work on his/her normal working days if the Employee is required to work beyond the working hours of this employment contract or on a rest day/contractual day-off.
  - (c) The pay for meal time if the periods of meal time are not counted as hours worked and are payable.
  - (d) Additional remuneration, if any, in accordance with the Minimum Wage Ordinance.
  - (e) Any other sum payable to the Employee under the provisions of this employment contract or the laws of Hong Kong.

7. The Employee will be entitled to FOURTEEN (14) days annual leave after every 12 months of continuous service. Such leave is to be taken at times convenient to the employer and the employer may require the employee to take his/her leave at such times as coincide with that of the employer.
8. The Employee is entitled to maternity leave and maternity leave pay according to the provisions of the Employment Ordinance.
9. When typhoon signal no. 8 or above is hoisted,  
  
the Employee is not required to work, and no wages shall be deducted. The Employee is required to resume duty if typhoon signal no. 8 is lowered not less than 2 hours before close of working hours.
10. When black rainstorm warning is hoisted,  
  
the Employee is not required to work, and no wages shall be deducted. The Employee is required to resume duty if the black rainstorm warning is lowered not less than 2 hours before close of working hours.
11. The wage period shall be one-month wages shall be paid in any case not later than 7 days after the expiry of the wage period. Similarly, wages and any sum due to the Employee (including any other sums due in respect of this employment contract, if any) must be paid not later than 7 days after the termination of the employment contract.
12. The Employer and the Employee agree that all wages (including overtime pay and other sum payable but excluding any sum payable upon termination of this employment contract) shall be paid directly by way of automatic payment into a bank account in the Employee's name with a bank licensed under the Banking Ordinance, Chapter 155. The Employer shall also provide a wage record (pay slip) setting out the breakdown of wages for each wage period to the Employee for reference. If the Employee agrees, the Employer may pay the sum payable upon termination of this employment contract (including wages) by cheque not later than 7 days after the termination of the contract.
13. No deductions shall be made by the Employer from the wages of the Employee other than permitted deductions made in accordance with the Employment Ordinance and the Employee's contribution in accordance with the Mandatory Provident Fund Schemes Ordinance, Chapter 485, and the sum to be deducted shall not exceed the limit stipulated therein. Subject to the provisions of the law, any operating and/or administrative costs due to wear and tear of fixed assets and equipment including expenses on uniforms (clothing, shoes, socks, etc.), training fees, administrative costs, cleaning fees, tool charges, travelling expenses, deposits, etc, and any sum and/or deductions imposed on the Employer by the procuring department pursuant to the terms of the relevant government service contract shall be borne by the Employer and not be charged to the Employee or recovered by deductions from the Employee's wages.

14. The Employee shall be entitled to statutory rights and benefits and the relevant protection such as rest days, statutory holidays, paid annual leave, maternity leave and sickness allowance in accordance with the Employment Ordinance.
15. The Employer shall arrange the Employee to take rest days, statutory holidays and paid annual leave on separate dates in accordance with the Employment Ordinance. These holidays must not be substituted by each other.
16. The Employer shall comply with the provisions of the Employees' Compensation Ordinance. The Employee shall be entitled to the rights, benefits and protection provided under the Employees' Compensation Ordinance.
17. The Employer shall arrange the Employee to enroll as a member of a mandatory provident fund scheme and pay the contribution to the relevant registered scheme each month in accordance with the Mandatory Provident Fund Schemes Ordinance. The Employer shall issue to the Employee a record of mandatory provident fund contribution within 7 working days after each monthly contribution.
18. The probation period of the Employee shall be 3 month(s) \*.
19. Either party may terminate this employment contract under the following circumstances:

During the first month of the probation period, both parties are not required to give notice or payment in lieu of notice. During the rest of the probation period, a notice period of 7 day(s) or payment in lieu of notice is required.

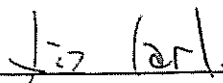
After the probation period, a notice period of 1 month(s) \* or payment in lieu of notice is required.
20. Should there be any legislative amendment to the relevant legislation subsequent to the signing of this employment contract which in effect confers more favourable terms on the Employee than what he/she is entitled to under this employment contract, the provision of the legislation shall prevail and the employment contract shall be taken to be varied accordingly. Should the rights and benefits conferred on the Employee after the legislative amendment is still less favourable than the terms of this employment contract, the terms of this employment contract shall prevail.
21. Accordingly, to protect the Confidential Information that will be disclosed during employment, the Employee agrees as follows:
22. Employee will hold the Confidential Information received from The Employer in strict confidence and will exercise a reasonable degree of care to prevent disclosure to others.
23. Employee will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by The Employer management.
24. Employee will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for The Employer.

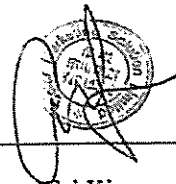
25. The Employee will, upon request or upon termination of his/her relationship with The Employer, deliver to The Employer any drawings, notes, documents, equipment, and materials received from The Employer or originating from employment with The Employer.
26. The Employer will have the sole right to determine the treatment of all inventions, writings, ideas and discoveries received from Employee during the period of employment with The Employer, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name, or to follow any other procedure as The Employer may deem appropriate.
27. The Employer reserves the right to take disciplinary action, up to and including termination, for violations of this agreement in addition to pursuing civil or criminal penalties.
28. All provisions of this agreement will be applicable only to the extent that they do not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this agreement invalid, illegal or unenforceable. If any provision of this agreement or any application thereof will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this agreement or of any other application of such provision will in no way be affected thereby.
29. The Employer shall provide a copy of this employment contract signed by both parties (including the Schedule to this employment contract, if any, and the attached Guidance Notes on Signing of Standard Employment Contract) to the Employee for his/her retention.
30. Any variation, amendment, cancellation or addition to any terms of this employment contract (including the Schedule) must not extinguish or reduce any right, benefit or protection conferred upon the Employee by this employment contract, and must be duly signed by both parties, otherwise it shall be void. The Employer shall provide a copy of the amendments duly signed by both parties to the Employee for retention.
31. Should there be any legislative amendment to the relevant legislation subsequent to the signing of this employment contract which in effect confers more favourable terms on the Employee than what he/she is entitled to under this employment contract, the provision of the legislation shall prevail, and the employment contract shall be taken to be varied accordingly. Should the rights and benefits conferred on the Employee after the legislative amendment is still less favourable than the terms of this employment contract, the terms of this employment contract shall prevail.
32. The Employee consents to the Employer providing his/her wage records, attendance records and other relevant information to Ms. Lau Wai Kiu for the purpose of monitoring the Employer's fulfillment of employment-related obligations under the government service contract.
33. The Employee consents to the Employer providing copies of this signed employment contract together with the amendments, if any, to Ms. Lau Wai Kiu for record and for the purpose of monitoring the Employer's compliance with the employment service contract. The Employee also consents to the procuring department(s) providing copies of this signed employment contract together with any amendments, and any other relevant information to other government departments and enforcement agencies for the purpose of monitoring the Employer's compliance with the relevant legislation.

34. That upon the termination of employment from the Company:
- (a) The Employee shall return to the Company all documents and property of the Company, including but not necessarily limited to drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employ. The Employee further agree that he/she shall not retain copies, notes or abstracts of the foregoing.
- (b) The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.
- (c) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

Employee's signature

Signature of Employer or Employer's  
representative

  
Name: Liz Carl

  
Name: Lau Wai Kiu

HK Identity Card No.: Y091441(8)

Post: Account Director

Date: 11/5/2022

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