

DATED

10 November

2006

(1) SYS SOLUTIONS (BVI) LIMITED

- and -

(2) CHAN CHI HUNG

SERVICE AGREEMENT

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THIS AGREEMENT is made on 10 November 2006

BETWEEN

- (1) **SYS SOLUTIONS (BVI) LIMITED**, a company incorporated in the British Virgin Islands with limited liability and having its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (the "**Company**") and its place of business at Unit A, 7th Floor, Guangdong Investment Tower, 148 Connaught Road Central, Hong Kong; and
- (2) **CHAN CHI HUNG**, holder of Hong Kong identity card No.K438332(A) of Flat F, 10/F, Winner Mansion, 23 Nam On Street, Shau Kei Wan, Hong Kong (the "**Consultant**").

In this Agreement, the Company and the Consultant are, where applicable, referred to as the "**Parties**" and each a "**Party**".

WHEREAS:

The Company has agreed to employ the Consultant and the Consultant has agreed to be employed by the Company with effect from the date of resignation of the Consultant from the office of executive director of the Holding Company (the "**Commencement Date**") and on the terms and conditions contained in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following expressions shall have the following meanings, except where the context otherwise requires:

"Board" directors for the time being of the Company including any duly appointed committee of such directors;

"Business Days" means a day (other than a Saturday or a Sunday) on which banks are open for general business in Hong Kong;

"Confidential" for the purpose of this Agreement, "confidential

Information"

information" shall include:

- (a) research data, programmes, products, development, technical information, trade "know-how", trade secrets, procurement and sales activities and procedures, promotion and pricing techniques, consultant contracts, customer lists, credit and financial data concerning customers, operational methods, marketing plans or strategies, business acquisition plans, new personnel, other business affairs or confidential information of the Company and Group Companies; and
- (b) the proprietary information, observations and data obtained by the Consultant whilst employed by the Company concerning the organization, business, technology, finance, transactions or affairs of the Company and Group Companies,

except to the extent that such documents or information have been (a) previously known and / or received by any third party / parties through no fault of the Consultant; or (b) in the public domain (either prior to or after the date of this Agreement);

"Group Companies"

the Company and each of its subsidiaries;

"Holding Company"

Sys Solutions Holdings Limited, the holding company of the Company;

- 1.2 References to Clauses are references to clauses of this Agreement.
- 1.3 Headings are for ease of reference only and do not form part of this Agreement.
- 1.4 References to (or to any specific provision of) this Agreement or any other document shall be construed as references to this Agreement, that provision or that other document as amended, varied, modified or supplemented from time to time.

1.5 Reference to Schedule is to the schedule of this Agreement unless otherwise stated. The Schedule forms part of this Agreement.

1.6 Any reference in this Agreement or the Schedule to a statutory provision shall include the provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date of this Agreement.

2. APPOINTMENT

The Company hereby appoints the Consultant (the "**Appointment**") and the Consultant accepts such Appointment, on the terms and conditions hereof. The Consultant's normal responsibilities and duties are detailed in the Schedule hereto.

3. TERM

The Appointment shall commence on the Commencement Date and shall continue for a period of six (6) months (the "**Fixed Term**") from the Commencement Date. Subject to Clause 9, either Party must not terminate this Agreement during the Fixed Term. The Appointment shall continue after the expiration of the Fixed Term until terminated by either Party by serving on the other Party one month's written notice in advance, or payment in lieu of notice.

4. COMMITMENT

4.1 Overall the Consultant is required to fully co-operate with Mr Chan Man Ching of the Company to the extent that it is legal, reasonable and deemed to be necessary for the performance of the responsibilities and duties detailed in the Schedule hereto.

4.2 By accepting the Appointment, the Consultant confirms that he will use his best endeavour to allocate sufficient time to perform the responsibilities and duties detailed in the Schedule hereto.

5. REMUNERATION

5.1 The Consultant will be entitled to a one-off bonus of HK\$50,000, as to HK\$25,000 to be paid by the Company within seven (7) days upon execution and delivery of this Agreement by the Consultant and as to HK\$25,000 to be paid by the Company within seven (7) days of the expiration of the Fixed Term.

5.2 Subject to the performance of the Consultant and the Company, the Consultant may be entitled to a discretionary bonus. Payment, and the amount, of the bonus, is in the absolute discretion of the Company. The Consultant has no contractual right to a continuing bonus payment.

6. CONFIDENTIALITY

6.1 The Consultant acknowledges that:

6.1.1 it has been advised by the Company that it would not have entered into this Agreement unless assured of the confidentiality covenants contained in this Clause 6 which, the Consultant acknowledges, are essential to protect the business and goodwill of the Group Companies; and

6.1.2 the Confidential Information is the property of the Group Companies.

6.2 The Consultant agrees only to use the Confidential Information for the purpose for which the Consultant is engaged by the Company, and not to make any copies or use the Confidential Information for any purpose other than for the purpose of fulfilling his responsibilities and duties under this Agreement and/or conducting the ordinary course of business or activities of the Group Companies.

6.3 The Consultant agrees that he shall not disclose, divulge or communicate to any unauthorized person or use for their own account, or through any failure to exercise all reasonable care and diligence cause any unauthorised disclosure of, any Confidential Information unless and to the extent that they may disclose such matters to the extent required by applicable laws or governmental regulations or judicial or regulatory process or in connection with any judicial process or arbitration regarding any legal action, suit or proceeding arising out of or relating to this Agreement or the business and /or other affairs of the Company.

6.4 The Consultant acknowledges that the terms of this Agreement (and any amendments or variations thereof) are confidential in nature and agree that he shall not disclose or use the terms of this Agreement or any part thereof for any purpose, which may materially and adversely affect the business, or operation of the Company save and except for meeting the requirement under applicable laws or governmental regulation, or judicial or regulatory process or in connection with any judicial process or

arbitration regarding any legal action, suit or proceeding arising out of or relating to this Agreement or the business and /or other affairs of the Company.

- 6.5 Save under the circumstances set out in clause 6.3 and clause 6.4 above, the Consultant shall advise the Company immediately in the event of any loss or inadvertent disclosure of such information.
- 6.6 The Consultant hereby undertakes to indemnify and keep indemnified the Company against any loss or damage suffered by the Company arising from the breach of any of his obligation under this Clause 6 (save for the disclosure under clause 6.3 and clause 6.4 above and / or for any loss or damage arising from or in connection with any act and/or omission on the part of the Company and/or the Holding Company and/or their respective director(s), employee(s) and/or their respective authorised agent or representatives conducted or omitted without the due and proper direction of the Consultant). Notwithstanding the aforesaid and without prejudice to any other rights or remedies that the Company may have, the Consultant acknowledges and agrees that damages alone would not be an adequate remedy for any breach by him of this Clause 6, and accordingly the Company shall be entitled, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Clause 6.

7. NON-COMPETITION

- 7.1 The Consultant acknowledges that following termination of this Agreement, the Consultant will be in a position to compete unfairly with the Company as a result of the Confidential Information which the Consultant has acquired or will acquire and through the connections that the Consultant has developed and will develop at the expense of the Company. The Consultant therefore agrees to enter into the restrictions in this Clause for the purpose of protecting the legitimate business interests of the Company and in particular, the Confidential Information, goodwill and the stability of the workforce of the Company.
- 7.2 The Consultant hereby agrees and covenants that during the continuance of this Agreement and for a period of six (6) months following the termination of the Appointment, the Consultant shall not, directly or indirectly, engage in or become interested in (whether as an owner, principal, agent, stockholder, member, partner, trustee, venturer, lender or other investor, director, officer, employee, consultant or through the agency of any corporation, limited liability company, partnership,

association or agent or otherwise) any business or enterprise in Hong Kong that shall at any time be in competition with any part of the business carried on by the Group Companies on the date hereof save in respect of holding not more than 5% issued shares in a public company.

8. NON-SOLICITATION

The Consultant hereby agrees and covenants that he shall not within a period of six (6) months from the termination of this Agreement (without first obtaining the written permission of the Company), whether directly or indirectly in Hong Kong in which or with which the Group Companies shall then be conducting trade, business, liaison or other operations:

- 8.1 participate in the solicitation of any business of any type conducted by the Group Companies during the Appointment from any person or entity which was a client or customer of any of the Group Companies during the Appointment, or was a prospective customer of any of the Group Companies from which he (or employees under his supervision), solicited business or for which a proposal for submission was prepared during the Appointment; or
- 8.2 recruit for appointment, or induce or seek to cause such person to terminate his or her appointment with any of the Group Companies, any person who then is an employee of any of the Group Companies.

9. TERMINATION

During the Fixed Term, the Appointment may be terminated by the Company immediately if the Consultant shall at any time:

- 9.1 commit any material breach of his obligations, agreements or covenants under this Agreement and the material breach (if capable of being remedied) remains unremedied for fourteen (14) Business Days after being called to the Consultant's attention by written notice from the Company;
- 9.2 become bankrupt, or has a receiving order made against him, or the Consultant shall make any arrangement with his creditors generally or take or suffer any similar action as a result of material and proven debt;

- 9.3 be unable or prevented from carrying out his duties under this Agreement through incapacity or any other cause for any period or periods exceeding a total of fourteen (14) Business Days in any period of four weeks;
- 9.4 guilty of any act which brings any of the Group Companies into disrepute or which in the Company's reasonable opinion is materially and adversely prejudicial to their interests; or
- 9.5 save and except for the omission or default on the part of the Company, the Holding Company and/or their respective director(s), employee(s) and/or authorised agent or representatives, purport to assign the burden or benefit or charge the benefit of this Agreement without the consent of the Company which will be evidenced by a written direction from a director of the Company.

10. EFFECTS OF TERMINATION

- 10.1 On the termination of this Agreement, howsoever arising, the Consultant shall:
 - 10.1.1 deliver to the Company all documents (including Confidential Information, correspondence, notes, memoranda, plans, drawings, records, reports, computer disks, software and other documents and data of whatsoever nature) concerning the business, operation, finances or affairs of the Group Companies made or compiled by or delivered to the Consultant during the Appointment . For the avoidance of doubt it is hereby declared that the property in all such documents as aforesaid shall at all times belong to the Company; and
 - 10.1.2 at the written request of the Company, and without compensation or other payment, resign from all appointments or offices which the Consultant holds as nominee or representative of the Company and if he should fail to do so within seven (7) Business Days of such request the Company is irrevocably authorised to appoint other person in his name and on his behalf to sign any documents or do any things necessary or requisite to give effect legally to such resignation(s).

11. NOTICES

- 11.1 Any notice to be given by the Company or the Consultant under this Agreement must be in writing and must be given by delivery or registered post or other faster postal

service, or facsimile transmission or other means of telecommunication in permanent written form (provided the addressee has his or its own facilities for receiving such transmissions) to (in the case of the Company) its registered office for the time being and (in the case of the Consultant) the Consultant's last known address or relevant telecommunications number.

11.2 Where notice is given by sending in a prescribed manner it shall be deemed to have been received when, in the ordinary course of the means of transmission, the addressee would have received it. To prove the giving of a notice, it shall be sufficient to show it was dispatched. A notice shall have effect from the sooner of its actual or deemed receipt by the addressee.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreements or arrangements (written or oral) between them relating to the subject matter hereof. Each of the Parties acknowledges that it is not relying on any statements, warranties or representations given or made by the other Party relating to the subject matter hereof, save as expressly set out in this Agreement.

13. WAIVER

No failure or delay by any Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any Party of any breach of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

14. SEVERABILITY

If any provision or part of a provision of this Agreement shall be, or be found by any authority or court of competent jurisdiction to be, illegal, invalid or unenforceable, such

illegality, invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain in full force and effect.

15. AMENDMENT

This Agreement may not be modified or varied except by an instrument in writing signed by both of the Parties or their legally and duly authorized representative.

16. INDEMNITY

The Company hereby undertakes to indemnify and keep indemnified the Consultant against any loss or damage suffered by the Consultant arising from the proper performance of the responsibilities and duties set out in the Schedule hereto (save and except such loss or damage arising from or in connection with the default, gross negligence and/or material omission on the part of the Consultant).

17. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The Parties irrevocably agree that the courts of Hong Kong have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

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SCHEDULE

RESPONSIBILITIES AND DUTIES

The Consultant shall, during the term of his Appointment hereunder:

1. serve the Company as a consultant and, in such capacity, perform the duties and exercise the powers from time to time assigned to or vested in him by the Company in writing in pursuance of his duties hereunder for the Group Companies;
2. comply with and conform to any lawful and reasonable instructions or directions from time to time given or made in writing by or with the lawful authority of the Company and faithfully and diligently serve the Group Companies and use his reasonable endeavours to assist in the running of the Group Companies;
3. keep the Company promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of each of the Group Companies and provide such explanations as the Company may require in connection therewith;
4. comply with the relevant requirements of all laws, regulations, code of practice and rules as are from time to time applicable to the Company and, so long as the shares of the Holding Company are listed on the Growth Enterprise Market ("**GEM**") of The Stock Exchange of Hong Kong Limited, the Consultant shall comply with, without limitation, the Securities and Futures Ordinance, the Rules Governing the Listing of Securities on GEM, the Hong Kong Codes on Takeovers and Mergers and Share Repurchases and all other relevant securities laws and regulations from time to time in force in Hong Kong and, in particular, the Consultant shall comply with at all times as long as the shares of the Holding Company are and remain listed on GEM, all relevant provisions as are applicable to the Consultant and/or the Company, as the case may be.
5. ensure that financial information of each of the Group Companies is properly recorded and compiled;
6. at all times comply with the memorandum and articles of association of each of the Group Companies; and
7. use his best endeavours (i) to maintain "key" personnel of the Group Companies as listed out in the Exhibit to serve the Group Companies; and (ii) to facilitate the performance of all existing business contracts of each member of the Group Companies.

EXHIBIT

**LIST OF "KEY" PERSONNEL OF THE GROUP COMPANIES WHO ARE REQUIRED TO
FACILITATE THE PERFORMANCE OF ALL EXISTING BUSINESS CONTRACTS OF
THE GROUP COMPANIES**

Mr. Anthony Lo - Business Development Director

Mr. Nicolas Leung - Analyst Programmer

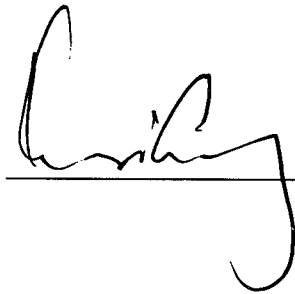
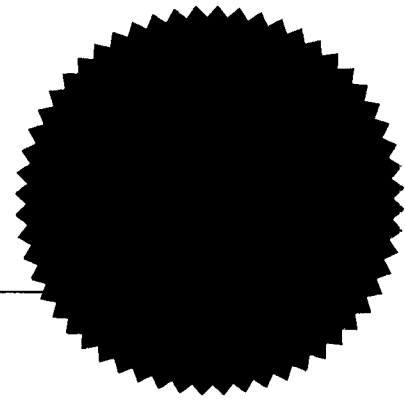
Mr. Suen Wing Keung - Project Manager

IN WITNESS whereof this Agreement has been entered into by the Parties as a deed the day and year first before written.

SEALED WITH THE COMMON SEAL)
)
of SYS SOLUTIONS (BVI) LIMITED)
)
and SIGNED by)
)
in the presence of:)



TRACY P L ONG
Solicitor, Hong Kong SAR
TRACY ONG & CO.


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SIGNED SEALED AND DELIVERED)
)
by CHAN CHI HUNG)
)
in the presence of:)



TRACY P L ONG
Solicitor, Hong Kong SAR
TRACY ONG & CO.


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