

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): December 12, 2023

Yum China Holdings, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction of
incorporation)

001-37762
(Commission
File Number)

81-2421743
(IRS Employer
Identification No.)

**101 East Park Boulevard, Suite 805
Plano, Texas 75074
United States of America**

**Yum China Building
20 Tian Yao Qiao Road
Shanghai 200030
People's Republic of China**

(Address, including zip code, of principal executive offices)

(469) 980-2898

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	YUMC	New York Stock Exchange
	9987	The Stock Exchange of Hong Kong Limited

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Chief Customer Officer Transition

The Company hereby announces that, Mr. Johnson Huang, Chief Customer Officer of Yum China Holdings, Inc. (the “Company”), will retire from the Company after 17 years’ service, with the last date of employment on June 30, 2024. To facilitate a smooth transition, Mr. Huang will step down as Chief Customer Officer, effective December 31, 2023. Ms. Maggie Chen has been appointed as the Company’s Chief Customer Officer, effective January 1, 2024.

In connection with the transition, the Company and Mr. Huang entered into a transition and advisor agreement (the “CCO Transition Agreement”). Pursuant to the CCO Transition Agreement, from January 1, 2024 to June 30, 2024 (the “CCO Transition Period”), Mr. Huang will continue to be employed by the Company to work on assigned projects and to facilitate the transition of the Chief Customer Officer role, with a monthly base salary of US\$25,410, and a target bonus opportunity equal to 30% of his base salary under the Company’s 2024 annual incentive program, with any payout to be determined based on actual performance for the year and pro-rated for his service during the CCO Transition Period. In addition, Mr. Huang will be entitled to a cash bonus under the 2023 annual incentive program, with any payout based on the actual individual factor and team factor results to be approved by the compensation committee (the “Compensation Committee”) of the board of directors of the Company (the “Board”). Under the terms of the CCO Transition Agreement, Mr. Huang has agreed to be bound by covenants relating to non-competition, non-solicitation, non-disparagement and non-disclosure.

The foregoing summary of the CCO Transition Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the CCO Transition Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Ms. Maggie Chen, age 43, has served as General Manager, KFC Marketing since 2021. Ms. Chen joined KFC as Director, KFC Marketing in 2015. She was promoted to Vice President, Head of KFC Marketing in 2019. Prior to joining KFC, Ms. Chen gained extensive experience in marketing and advertising from her prior employment, including with Microsoft and L’Oreal.

Chief Legal Officer Transition

On December 12, 2023, Mr. Joseph Chan, Chief Legal Officer, notified the Company that he will resign from the Company, with the last day of employment on February 29, 2024. To facilitate a smooth transition, Mr. Chan will step down as Chief Legal Officer, effective December 31, 2023. The Board has appointed Ms. Pingping Liu as the Company’s Chief Legal Officer, effective January 1, 2024.

In connection with the transition, the Company and Mr. Chan entered into a transition and advisor agreement (the “CLO Transition Agreement”). Pursuant to the CLO Transition Agreement, from January 1, 2024 to February 29, 2024 (the “CLO Transition Period”), Mr. Chan will continue to be employed by the Company to provide counsel and advice to the Company’s management on legal matters and assigned projects, with a monthly base salary of US\$21,000 during the CLO Transition Period. Mr. Chan will also be entitled to a cash bonus under the 2023 annual incentive program, with any payout based on the actual individual factor and team factor results to be approved by the Compensation Committee. Under the terms of the CLO Transition Agreement, Mr. Chan has agreed to be bound by covenants relating to non-competition, non-solicitation, non-disparagement and non-disclosure.

The foregoing summary of the CLO Transition Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the CLO Transition Agreement, a copy of which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

Ms. Pingping Liu, age 50, joined the Company in May 2016 and currently serves as Corporate Secretary and Senior Legal Director of the Company. Ms. Liu has 20 years of experience in legal and compliance. Before joining the Company, Ms. Liu worked at Shearman & Sterling LLP in China and Arnold & Porter LLP in the U.S. Ms. Liu is admitted to the District of Columbia Bar Association and the New York State Bar Association.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are furnished with this report:

Exhibit No.	Exhibit Description
10.1	Transition and Advisor Agreement, dated December 13, 2023, by and between Yum China Holdings, Inc. and Johnson Huang.
10.2	Transition and Advisor Agreement, dated December 13, 2023, by and between Yum China Holdings, Inc. and Joseph Chan.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

YUM CHINA HOLDINGS, INC.

By: /s/ Andy Yeung

Name: Andy Yeung

Title: Chief Financial Officer

Date: December 15, 2023



December 13, 2023
Johnson Huang

Dear Johnson,
Transition and Advisor Agreement

In connection with your stepping down from the role of Chief Customer Officer (“CCO”) of Yum China Holdings, Inc. (the “Company”, together with its subsidiaries, the “Company Group”), effective December 31, 2023, and in recognition of your expertise within the organization and in order to ensure a smooth transition of your duties, we are pleased to offer you the following terms and conditions of your continued employment with the Company under this Transition and Advisor Agreement (“Agreement”):

1. Agreement Period

The service period is from **Jan 1, 2024 to June 30, 2024** (the “Period”). This Agreement may be mutually extended (or amended) if both parties are satisfied or interested in doing so after the above stated Period. For the Period, you will be providing advisory services to the Company based in China, and when requested by the Chief Executive Officer of the Company, in other locations / countries. Should you choose to terminate your employment earlier or take up employment with another company prior to July 1, 2024, the following terms and arrangements will be adjusted accordingly.

2. Service Schedule, Role & Responsibilities

Under this Agreement, you are expected to provide on average **eighty (80) hours** of service per month, working on assigned projects, including but not limited to AIGC, and facilitating the handover and transition of the CCO role to your successor. For the duration of this Agreement, you will report to the Chief Executive Officer of the Company.

3. Base Salary

You will be paid a base salary of **US\$ 25,410** per month for the Period. You are responsible for your income tax, if any, in China and/or other country in which you hold a passport or reside.

4. YLB (YUMC Leader’s Bonus)

For the Period, you are eligible to participate in the YLB program at a target bonus rate of 30% of base pay. The final 2024 bonus Team Factor and Individual Factor will be determined by the Compensation Committee of the Board of Directors of the Company in January 2025, and any bonus (prorated for 2024) under the YLB program will be payable at the same time bonuses are paid to other YLB participants.

5. Continued Vesting of Unvested LTI Awards

Under this Agreement and subject to a minimum of forty (40) work hours per month, your unvested LTI awards (PSUs, SARs and RSUs) previously granted to you will continue to vest in accordance with their terms, as stipulated in the respective Grant Agreements. For

the avoidance of doubt, you will not be eligible for further LTI grants under this Agreement. Because of your retirement status, the vesting terms, as stipulated in your Grant Agreements, will apply to your outstanding LTI awards.

6. Benefits for Leadership Team (LT) Member

Per Company benefit policy applicable to the leadership team, you will continue to be provided with a Company leased car, house lease, medical and AD&D insurance, Hong Kong ORSO, dental and medical checkup benefits, until your employment is terminated. You will be responsible for any taxes with respect to these benefits.

Tax equalization benefit previously grandfathered to you covering Company's ORSO contributions and equity grants awarded to you prior to Oct 1, 2017 will continue to be valid under this Agreement.

7. Business Travel with Prior Approval

For approved business travel, expenses will be reimbursed in accordance with the Company's business travel policy.

8. Code of Conduct

As an employee of the Company Group, you are expected to continue to observe the Company's Code of Conduct. You are also expected to obey the laws and regulations and respect the lawful customs of the United States and the People's Republic of China and any other countries /territories which you may visit in connection with the execution of your business duties. Naturally, we would expect that you would not engage in any employment or business activity which conflicts with the business interests of the Company Group.

9. Non-Compete and Non-solicitation

In connection with the previously signed Restrictive Covenants Agreement in February 2020 and this Agreement governing the above stated Period, you agree that at any time during this Agreement and for the period of **one (1) year following the termination of your employment with the Company Group** (other than your termination in connection with a Change in Control of the Company, as contemplated in the CIC Severance Plan, which will be governed by the terms of the CIC Severance Plan), you shall not be engaged or interested (whether as principal, agent, consultant or otherwise) in any trade or business in the Mainland and Hong Kong Special Administrative Region of the People's Republic of China that you have been involved or with which you have been concerned as part of your employment with the Company Group and which is similar to, and by virtue of its location, competes with, any trade or business being carried on as of the date of your termination of employment by the Company Group (*i.e.*, the restaurant & delivery industry including, without limitation, Starbucks, luckin coffee (瑞幸咖啡), Costa (咖世家), Tim Hortons (天好咖啡), Manner Coffee, Blue Bottles, %Arabica, HEYTEA (喜茶), Nayuki (奈雪的茶), LELECHA (乐乐茶), Modern China Tea Shop (茶颜悦色), 蜜雪冰城 (Mixue Bingcheng), Pacific Coffee (太平洋咖啡), Peet's Coffee (皮爷咖啡), Saturnbird Coffee (三顿半), Oatly (噢麦力), Seesaw, M Stand, COTTI COFFEE (库迪咖啡), McDonald's (麦当劳/金拱门), DRIVE-THRU (麦当劳汽车餐厅), Burger King (汉堡王), Wendy's (温蒂汉堡), Carl's Jr. (卡乐星), Dicos (德克士), Subway (赛百味), DO&ME (多美丽), Chick-fil-A (福乐鸡, 小鸡汉堡), WALLACE ! (华莱士), Shake Shack (昔客堡), TASTIEN (塔斯汀), Papa John's (棒!约翰比萨饼), la cesar pizzeria (乐凯撒比萨), Pizza Marzano (比萨玛尚诺), Domino's Pizza (达美乐), Champion Pizza (尊宝比萨), Playking火焰薄饼, Mr. Pizza (米斯特比萨), Little Caesars Pizza (小凯撒披萨), 多米诺披萨, Saizeriya (萨莉亚), ORIGUS (好伦哥), ZZ PIZZA (至尊披萨), 芝根

芝底比萨, Magritta Pizza (玛格丽塔比萨), Mua Pizza (慕玛比萨), BigPizza (比格比萨), Wagas (沃歌斯), Greenery (绿茵阁), 101's PIZZA (101比萨), City1+1 Pizza (城市比萨), Pizza 4U比萨, FIZZ (菲滋意式餐厅), blue frog (蓝蛙), Pizza Seven (美闻比萨), Chipotle (墨氏烧烤), Olive Garden (橄榄园意大利餐厅), Popeyes Louisiana Kitchen (派派思路易斯安那厨房), Ajisen Raman (味千拉面), Zhen Kungfu (真功夫), YUNG HO KING (永和大王), 老乡鸡, 大米先生, Haidilao (海底捞), Xiabu Xiabu (呷哺呷哺), COUCOU (凑凑), Little Lamb (小尾羊), By Faigo (小辉哥), Dolar Shop (豆捞坊), Happy Lamb (快乐小羊), Meituan (美团), Eleme (饿了么), Koubei (口碑), SF-Express (顺丰), JDL (京东), DADA (达达)). The list will be periodically reviewed and amended as and when deemed necessary. You will be timely communicated of the changes, and you hereby give your pre-consent to the changes, if any.

You further agree that at any time during your employment by the Company Group and for the period of two (2) year following the termination of your employment with the Company Group, you shall not solicit or endeavor to entice away from the Company Group any other employee or person engaged (whether or not such a person would commit any breach of contract by reason leaving the service of the Company Group), or any customer of the Company Group.

In compliance with the local law and subject to your acceptance of the terms stipulated under this "Non-Compete and Non-Solicitation" section, you will be paid within one month from your termination of your employment, a lump sum equivalent to five (5) times your average monthly salary, as in effect as of the date of this Agreement ("the Payment"); provided, however that you shall not be entitled to the Payment in the event of your (i) termination in connection with a Change in Control of the Company, as contemplated by the CIC Severance Plan or (ii) death. For avoidance of doubt, you shall be eligible only for any amount of the Payment that is in excess of any other post-termination, non-compete compensation you may be entitled to under any of your other agreement with any member of the Company Group. The Payment, if any, after applicable IIT withholding, will be credited to your designated payroll bank account. The Company, where deemed appropriate and at its discretion, reserves the right to void or cease the non-compete provision, in part or in full, by providing you with no less than two-month advance notice.

Should you violate and/or fail to comply with the non-compete or non-solicitation terms in this section, you are required to pay the Company liquidated damages of three (3) times the gross Payment paid to you. If the total damage and/or cost to the Company Group (including but not limited to the loss of business, revenue and profit, and fees incurred in recouping the appropriate compensation from your) is higher than the amount of such liquidated damages, then the Company reserves the right to seek further compensation from you.

Upon the expiration of this Agreement and the termination of your employment, you will be required to enter into an agreement to affirm the terms of your signed Restrictive Covenants Agreement in February 2020 and Sections 10, 11, 12, 13 of this Agreement and waive all rights and claims you may have for any personal or monetary relief arising from your employment with the Company Group, or the termination of employment with the Company Group.

10. Non- Disparagement

By signing this Agreement, you agree that at all times (notwithstanding the termination of this Agreement or your employment with the Company Group) not to do or say anything which criticizes or disparages the Company Group, its management practices, or products,

which disrupts or impairs, or may disrupt or impair, the Company Group's normal ongoing business operations; or which harms, or may harm, the Company Group's reputations with its employees, customers, suppliers, government authorities, or the public.

11. Cooperation in Investigation and Litigation

By signing this Agreement, you agree at all times (notwithstanding the termination of this Agreement or your termination of employment with the Company Group) that in the event that any member of the Company Group becomes involved in investigations, audits or inquiries, tax examinations or legal proceedings, by a judicial, governmental or regulatory authority or the Company is conducting an internal investigation, of any nature, related directly or indirectly to events that occurred during your employment and about which you have or may have personal knowledge, you agree that you will be reasonably available upon reasonable notice from the Company, to answer discovery requests, give depositions or testify, with respect to matters of which you have or may have knowledge as a result of or in connection with your employment relationship with the Company Group. In performing the obligations under this section, you agree that you will truthfully, forthrightly and completely provide the information reasonably requested. The Company will reimburse you for all reasonable out-of-pocket expenses incurred by you in connection with such cooperation. The parties understand and acknowledge that this provision is not intended to restrict your ability to become employed by another employer or unreasonably interfere with such employment.

12. Non-Disclosure

By signing this Agreement, you agree that at all times (notwithstanding the termination of this Agreement or your employment with the Company Group) not to use for your own advantage, or to disclose to any third party any information concerning the business or affairs of the Company Group, comprising trade secrets and business matters or information which you know or ought reasonably to have known to be confidential. You understand that nothing contained in this Agreement limits your ability to report possible violations of law or regulation to, or file a charge or complaint with, the U.S. Securities and Exchange Commission or any other federal/national, state/provincial or local/municipal governmental agency or commission ("Government Agencies"). You further understand that this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. Nothing in this Agreement shall limit your ability under applicable United States federal law or the PRC law to (i) disclose in confidence trade secrets to any Government Agency or any of its officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or (ii) disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

13. Miscellaneous

Survival. The terms of this Contact shall survive any termination of employment, and unless otherwise directly provided for in a superseding document, shall be deemed to survive any such superseding document with respect to periods prior to the effective date of such superseding document.

Other Agreements. Notwithstanding the foregoing and any other language in this letter, this Agreement does not supersede or preclude the enforceability of any restrictive covenant provision contained in any prior agreement entered into by you with any member

of the Company Group. Further, no prior restrictive covenant supersedes or precludes the enforceability of any provision contained in this Agreement.

Successors and Assigns. This Agreement shall be enforceable by you and your heirs, executors, administrators and legal representatives, and by the Company Group and its successors and assigns.

Amendment and Waiver. The provisions of this Agreement may be amended or waived only by the written agreement of the Company and you, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

14. Agreement Termination

A **two-month notice** period is to be provided by either party if this Agreement has to be terminated prior to its expiry. In addition, in the event you accept an employment offer (full time or part time) with another company during the Agreement period, you are required to disclose to the undersigned within three (3) days from your acceptance of such offer.

15. Repatriation

Repatriation provisions including transition accommodation and lease car will be administered in accordance with the Company's repatriation policy. You and eligible family member will be provided with a budget equivalent to a one-way restricted business class airfare from Shanghai to Taipei, and if required a shipment of up to thirty (30) cubic meters via an appointed vendor.

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 shall not be impaired or affected.

Kindly acknowledge your acceptance of the above terms by signing and returning the duplicate of this Agreement to the undersigned.

Yours sincerely,
For and on behalf of the Company

/s/ Jerry Ding _____
Jerry Ding
Chief People Officer, Yum China

Acknowledged and accepted by:

/s/ Johnson Huang _____
Johnson Huang Dec 13, 2023



December 13, 2023
Joseph Chan

Dear Joseph,
Transition and Advisor Agreement

We have received your letter dated December 12, 2023 to step down from the role of Chief Legal Officer of Yum China Holdings, Inc. (the "Company", together with its subsidiaries, the "Company Group"), effective **December 31, 2023**. In recognition of your expertise within the organization and in order to ensure a smooth transition of your duties, we are pleased to offer you the following terms and conditions of your continued employment with the Company under this Transition and Advisor Agreement ("Agreement"):

1. Agreement Period

The service period is from **Jan 1, 2024 to Feb 29, 2024** (the "Period"). This Agreement may be mutually extended (or amended) if both parties are satisfied or interested in doing so after the above stated Period. For the Period, you will be providing advisory services to the Company on an off-site basis, and you are required to come to the office as and when requested by the Chief Executive Officer of the Company. Should you choose to terminate your employment earlier or take up employment with another company prior to Mar 1, 2024, the following terms and arrangements will be adjusted accordingly.

2. Service Schedule, Role & Responsibilities

Under this Agreement, you are expected to provide on average **eighty (80) hours** of service per month. Your expected responsibilities include, but are not limited to, providing counsel and advice to Company Management on legal matters and assigned projects as and when required. For the duration of this Agreement, you will report to the Chief Executive Officer of the Company.

3. Base Salary

You will be paid a base salary of **US\$ 21,000** per month for the Period. You are responsible for your income tax, if any, in China and/or other country in which you hold a passport or reside.

4. YLB (YUMC Leader's Bonus)

The final 2023 bonus Team Factor and Individual Factor will be determined by the Compensation Committee of the Board of Directors of the Company in January 2024, and any bonus under the YLB program will be payable at the same time bonuses are paid to other YLB participants. For the avoidance of doubt, you will not be eligible for the 2024 YLB.

5. Continued Vesting of Unvested LTI Awards

Under this Agreement and subject to a minimum of forty (40) work hours per month, your unvested LTI awards (PSUs, SARs and RSUs) previously granted to you will continue to

vest in accordance with their terms, as stipulated in the respective Grant Agreements. LTI awards not vested as of your employment termination will be forfeited. For the avoidance of doubt, you will not be eligible for further LTI grants under this Agreement.

6. Benefits for Leadership Team (LT) Member

Per Company benefit policy applicable to the leadership team, you will continue to be provided with a Company leased car, house lease or rental allowance, medical and AD&D insurance, Hong Kong ORSO, dental and medical checkup benefits, until your employment is terminated. You will be responsible for any taxes with respect to these benefits.

7. Business Travel with Prior Approval

For approved business travel, expenses will be reimbursed in accordance with the Company's business travel policy.

8. Code of Conduct

As an employee of the Company Group, you are expected to continue to observe the Company's Code of Conduct. You are also expected to obey the laws and regulations and respect the lawful customs of the United States and the People's Republic of China and any other countries /territories which you may visit in connection with the execution of your business duties. Naturally, we would expect that you would not engage in any employment or business activity which conflicts with the business interests of the Company Group.

9. Non-Compete and Non-solicitation

In connection with the previously signed Restrictive Covenants Agreement in February 2020 and this Agreement governing the above stated Period, you agree that at any time during this Agreement and for the period of **one (1) year following the termination of your employment with the Company Group** (other than your termination in connection with a Change in Control of the Company, as contemplated in the CIC Severance Plan, which will be governed by the terms of the CIC Severance Plan), you shall not be engaged or interested (whether as principal, agent, consultant or otherwise) in any trade or business in the Mainland and Hong Kong Special Administrative Region of the People's Republic of China that you have been involved or with which you have been concerned as part of your employment with the Company Group and which is similar to, and by virtue of its location, competes with, any trade or business being carried on as of the date of your termination of employment by the Company Group (*i.e.*, the restaurant & delivery industry including, without limitation, Starbucks, luckin coffee (瑞幸咖啡), Costa (咖世家), Tim Hortons (天好咖啡), Manner Coffee, Blue Bottles, %Arabica, HEYTEA (喜茶), Nayuki (奈雪的茶), LELECHA (乐乐茶), Modern China Tea Shop (茶颜悦色), 蜜雪冰城 (Mixue Bingcheng), Pacific Coffee (太平洋咖啡), Peet's Coffee (皮爷咖啡), Saturnbird Coffee (三顿半), Oatly (噢麦力), Seesaw, M Stand, COTTI COFFEE (库迪咖啡), McDonald's (麦当劳/金拱门), DRIVE-THRU (麦当劳汽车餐厅), Burger King (汉堡王), Wendy's (温蒂汉堡), Carl's Jr. (卡乐星), Dicos (德克士), Subway (赛百味), DO&ME (多美丽), Chick-fil-A (福乐鸡, 小鸡汉堡), WALLACE! (华莱士), Shake Shack (昔客堡), TASTIEN (塔斯汀), Papa John's (棒!约翰比萨饼), la cesar pizzeria (乐凯撒比萨), Pizza Marzano (比萨玛尚诺), Domino's Pizza (达美乐), Champion Pizza (尊宝比萨), Playking火焰薄饼, Mr. Pizza (米斯特比萨), Little Caesars Pizza (小凯撒披萨), 多米诺披萨, Saizeriya (萨莉亚), ORIGUS (好伦哥), ZZ PIZZA (至尊披萨), 芝根芝底比萨, Magritta Pizza (玛格利塔比萨), Mua Pizza (慕玛比萨), BigPizza (比格比萨), Wagas (沃歌斯), Greenery (绿茵阁), 101's PIZZA (101比萨), City1+1 Pizza (城市比萨), Pizza 4U比萨, FIZZ (菲滋意式餐厅), blue frog (蓝蛙), Pizza Seven (美闻比萨), Chipotle (墨氏烧烤), Olive Garden (橄榄园意大利餐厅), Popeyes Louisiana Kitchen (派派思路易斯安那厨房), Ajisen

Raman (味千拉面), Zhen Kungfu (真功夫), YUNG HO KING (永和大王), 老乡鸡, 大米先生, Haidilao (海底捞), Xiabu Xiabu (呷哺呷哺), COUCOU (凑凑), Little Lamb (小尾羊), By Faigo (小辉哥), Dolar Shop (豆捞坊), Happy Lamb (快乐小羊), Meituan (美团), Eleme (饿了么), Koubei (口碑), SF-Express (顺丰), JDL (京东), DADA (达达)). The list will be periodically reviewed and amended as and when deemed necessary. You will be timely communicated of the changes, and you hereby give your pre-consent to the changes, if any.

You further agree that at any time during your employment by the Company Group and for the period of two (2) years following the termination of your employment with the Company Group, you shall not solicit or endeavor to entice away from the Company Group any other employee or person engaged (whether or not such a person would commit any breach of contract by reason leaving the service of the Company Group), or any customer of the Company Group.

In compliance with the local law and subject to your acceptance of the terms stipulated under this "Non-Compete and Non-Solicitation" section, [you will be paid following your termination of your employment, a lump sum equivalent to five (5) times your average monthly salary, as in effect as of the date of this Agreement ("the Payment"); provided, however that you shall not be entitled to the Payment in the event of your (i) termination in connection with a Change in Control of the Company, as contemplated by the CIC Severance Plan or (ii) death. For avoidance of doubt, you shall be eligible only for any amount of the Payment that is in excess of any other post-termination, non-compete compensation you may be entitled to under any of your other agreement with any member of the Company Group. The Payment, if any, after applicable IIT withholding, will be credited to your designated payroll bank account. The Company, where deemed appropriate and at its discretion, reserves the right to void or cease the non-compete provision, in part or in full, by providing you with no less than two-month advance notice.

Should you violate and/or fail to comply with the non-compete or non-solicitation terms in this section, you are required to pay the Company liquidated damages of three (3) times the gross Payment paid to you. If the total damage and/or cost to the Company Group (including but not limited to the loss of business, revenue and profit, and fees incurred in recouping the appropriate compensation from your) is higher than the amount of such liquidated damages, then the Company reserves the right to seek further compensation from you.

Upon the expiration of this Agreement and the termination of your employment, you will be required to enter into an agreement to affirm the terms of your signed Restrictive Covenants Agreement in February 2020 and Sections 10, 11, 12, 13 of this Agreement and waive all rights and claims you may have for any personal or monetary relief arising from your employment with the Company Group, or the termination of employment with the Company Group.

10. Non- Disparagement

By signing this Agreement, you agree that at all times (notwithstanding the termination of this Agreement or your employment with the Company Group) not to do or say anything which criticizes or disparages the Company Group, its management practices, or products, which disrupts or impairs, or may disrupt or impair, the Company Group's normal ongoing business operations; or which harms, or may harm, the Company Group's reputations with its employees, customers, suppliers, government authorities, or the public.

11. Cooperation in Investigation and Litigation

By signing this Agreement, you agree at all times (notwithstanding the termination of this Agreement or your termination of employment with the Company Group) that in the event that any member of the Company Group becomes involved in investigations, audits or inquiries, tax examinations or legal proceedings, by a judicial, governmental or regulatory authority or the Company is conducting an internal investigation, of any nature, related directly or indirectly to events that occurred during your employment and about which you have or may have personal knowledge, you agree that you will be reasonably available upon reasonable notice from the Company, to answer discovery requests, give depositions or testify, with respect to matters of which you have or may have knowledge as a result of or in connection with your employment relationship with the Company Group. In performing the obligations under this section, you agree that you will truthfully, forthrightly and completely provide the information reasonably requested. The Company will reimburse you for all reasonable out-of-pocket expenses incurred by you in connection with such cooperation. The parties understand and acknowledge that this provision is not intended to restrict your ability to become employed by another employer or unreasonably interfere with such employment.

12. Non-Disclosure

By signing this Agreement, you agree that at all times (notwithstanding the termination of this Agreement or your employment with the Company Group) not to use for your own advantage, or to disclose to any third party any information concerning the business or affairs of the Company Group, comprising trade secrets and business matters or information which you know or ought reasonably to have known to be confidential. You understand that nothing contained in this Agreement limits your ability to report possible violations of law or regulation to, or file a charge or complaint with, the U.S. Securities and Exchange Commission or any other federal/national, state/provincial or local/municipal governmental agency or commission ("Government Agencies"). You further understand that this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. Nothing in this Agreement shall limit your ability under applicable United States federal law or the PRC law to (i) disclose in confidence trade secrets to any Government Agency or any of its officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or (ii) disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

13. Miscellaneous

Survival. The terms of this Contact shall survive any termination of employment, and unless otherwise directly provided for in a superseding document, shall be deemed to survive any such superseding document with respect to periods prior to the effective date of such superseding document.

Other Agreements. Notwithstanding the foregoing and any other language in this letter, this Agreement does not supersede or preclude the enforceability of any restrictive covenant provision contained in any prior agreement entered into by you with any member of the Company Group. Further, no prior restrictive covenant supersedes or precludes the enforceability of any provision contained in this Agreement.

Successors and Assigns. This Agreement shall be enforceable by you and your heirs, executors, administrators and legal representatives, and by the Company Group and its successors and assigns.

Amendment and Waiver. The provisions of this Agreement may be amended or waived only by the written agreement of the Company and you, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

14. Agreement Termination

A **one-month notice** period is to be provided by either party if this Agreement has to be terminated prior to its expiry. In addition, in the event you accept an employment offer (full time or part time) with another company during the Agreement period, you are required to disclose to the undersigned within three (3) days from your acceptance of such offer.

15. Repatriation

Repatriation will be administered in accordance with the Company's repatriation policy. You and eligible family member will be provided with a budget equivalent to a one-way restricted business class airfare from Shanghai to Hong Kong, and if required a shipment of up to thirty (30) cubic meters via an appointed vendor.

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 shall not be impaired or affected.

Kindly acknowledge your acceptance of the above terms by signing and returning the duplicate of this Agreement to the undersigned.

Yours sincerely,
For and on behalf of the Company

/s/ Jerry Ding
Jerry Ding
Chief People Officer, Yum China

Acknowledged and accepted by:

/s/ Joseph Chan
Joseph Chan Dec 13, 2023
