

Dated this 25 day of October 2021

CYBER FEEL LIMITED

and

FINET HOLDINGS LIMITED

TENANCY AGREEMENT

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TENANCY AGREEMENT

SECTION I

PARTICULARS

THIS TENANCY AGREEMENT is made the 25 day of October 2021

BETWEEN the parties more particularly described and set out in the First Schedule hereto.

WHEREBY IT IS AGREED as follows:

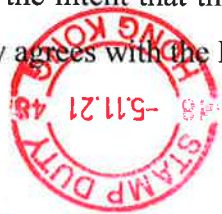
1. The Landlord shall let and the Tenant shall take ALL THOSE the premises more particularly described and set out in the Second Schedule hereto (hereinafter referred to as "the said premises") Together with the use in common with the Landlord and all others having the like right of the entrances, staircases, driveways landings, passages, lavatories, common areas and recreation grounds (if any) in the building of which the said premises form part ("the said Building") in so far as the same are necessary for the proper use and enjoyment of the said premises And Together with the use in common as aforesaid of the lifts (if any) whenever the same shall be operating for the term as are more particularly described and set out in the Third Schedule hereto YIELDING AND PAYING therefor throughout the said term the rent hereunder and management charges and other charges as are from time to time payable in accordance with the Third Schedule hereunder subject to and with the benefit of the Deed of Mutual Covenant of the said Building.

SECTION II

RENT AND OTHER CHARGES

DUPLICATE or COUNTERPART
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\$ 10,200

The Tenant to the intent that the obligations hereunder shall continue throughout the said term of tenancy hereby agrees with the Landlord as follows:



- 2.1 To pay the said rent on the days and in manner hereinbefore provided for payment thereof without deduction or set off of whatsoever nature (whether contractual, legal or equitable).
- 2.2 To pay and discharge all rates (payable quarterly in advance), taxes, assessments duties, charges, impositions and outgoings of an annual or recurring nature now or hereafter to be assessed, imposed or charged by the Government of the Hong Kong Special Administrative Region or other lawful authority upon the said premises or upon the owner or occupier thereof (Government rent and Property tax only excepted). If for any reason whatsoever the rateable value of the said premises is increased to a figure in excess of the rateable value as at the date hereof or if the rates payable shall be increased then and in any such cases the Tenant shall during the continuance of the term of this Agreement bear such increase in rates.
- 2.3 To pay and discharge all service or maintenance or management fees and/or air conditioning charges in advance on the 1st day of each month but subject to review from time to time by the Manager of the said Building payable in respect of the said premises pursuant to or by virtue of the Deed of Mutual Covenant and/or Management Agreement (if any) in respect thereof.
- 2.4 To pay and discharge all deposits in respect of gas water electricity air-conditioning telephone and other utilities in respect of the said premises and all charges for gas, water air-conditioning telephone electricity and other utilities consumed on or in the said premises and all maintenance cost and charges for the air-conditioning and electrical appliances.

SECTION III

TENANT'S OBLIGATIONS

- 3.1 To keep all the interior of the said premises including the flooring and interior plaster or other finishes or rendering to walls, floors and ceilings and the Landlord's fixtures and fittings therein including all doors, windows, electrical and gas installations, wiring, light

fittings, fire fighting apparatus, sanitary and water apparatus, (if any) in reasonably good clean tenable and proper repair and condition and properly preserved and painted and so to maintain the same at the expense of the Tenant and to deliver up the same to the Landlord at the expiration or sooner determination of the term in like condition and repair (fair wear and tear excepted).

- 3.2 To repair or replace, if so required by the Landlord or by the appropriate supply company, statutory undertaker or authority (as the case may be) under the terms of any Electricity Supply or similar Ordinance for the time being in force or any Orders in Council or Regulations made thereunder, all electrical wiring installations and fittings within the said premises or from the Tenant's meter or meters to and within the same and, in so doing, the Tenant shall use a contractor approved by the Landlord for the purpose (such approval shall not be unreasonably withheld) and the Tenant shall permit the Landlord and/or its servants and agents to test the Tenant's wiring in the said premises at any time upon request being made.
- 3.3 To keep the sanitary and water apparatus within the said premises (or elsewhere if used exclusively by the Tenant and his servants, agents and licensees) in good, clean and tenable repair and condition to the satisfaction of the Landlord and in accordance with the Regulations or bylaws of all Public Health and other Government Authorities concerned.
- 3.4 To be wholly responsible for any loss, damage or injury caused to any person whomsoever and/or to any property directly or indirectly through the defective or damaged condition of any part of the interior of the said premises and the Landlord's aforesaid fixtures and fittings therein and thereto for which the Tenant is responsible hereunder, and to make good the same by payment or otherwise and to indemnify the Landlord against all actions, proceedings, claims and demands made upon the Landlord in respect of any such loss, damage or injury and all costs and expenses incidental thereto.
- 3.5 To permit the Landlord and all persons authorised by the Landlord with or without workmen or others at all reasonable times and by prior appointment (except in case of

emergency) to enter and view the state of repair and condition of the said premises, to take inventories of the Landlord's fixtures and fittings therein, to carry out any works or repairs which are or may be required to be done thereto or which may be resolved to be carried out by the manager or the management committee of the said Building or the Incorporated Owners thereof (if any) or as required or ordered by the Government.

- 3.6 To permit the Landlord and all persons authorized by him with or without workmen or servants at all reasonable times to enter the said premises and carry out any works or repairs in respect of other premises in the said Building PROVIDED that in this connection the Landlord shall be responsible to make good all damage done to the said premises.
- 3.7 On receipt of any notices from the Landlord or his authorised representatives specifying any works or repairs which are or may be required to be done to the said premises and which are the responsibility of the Tenant hereunder to put in hand within a reasonable period and execute the same with all possible dispatch and without any delay, and if the Tenant shall fail to execute such works or repairs within 14 days after service of such notice commence and proceed diligently with the execution of such repairs and works, the Landlord and/or his workmen shall be entitled with all necessary equipment to enter into and upon the said premises and forcibly if circumstances require for the purpose of carrying out or completing such works or repairs, the costs thereof to be repaid by the Tenant to the Landlord promptly on demand and recoverable by the Landlord from the Tenant as a debt.
- 3.8 To make good at the expense of the Tenant any portion of the said Building which may be damaged through any omission act or default of the Tenant or of any of his servants visitors or through the escape of water, fire, smoke or fumes from or explosion in or from the said premises.
- 3.9 To remove at the cost of the Tenant any structures erections partitions and other alterations at any time during the said term if required by the Building Authority or other competent Government Departments whether or not the same were or have been put up by the Tenant

with or without the consent of the Landlord and to make good all damage caused by such removal. The Landlord shall not be responsible to the Tenant for any loss suffered by the Tenant in any way as a result of such removal.

- 3.10 To observe and to comply with the regulations or requirements stated in notices or announcements from time to time made or issued by the Management Office or the Incorporated Owners, as the case may be, of the said Building for the maintenance and management of the said Building, including the times and arrangements for operation of any equipment, lift, lighting and the use of entrances and passage ways.
- 3.11 To obey and comply with and to indemnify the Landlord against the breach, non-performance or non-observance of all ordinances, regulations, bye-laws, rules and requirements of any Governmental or other competent authority relating to the use and occupation of the said premises or any other act, deed, matter or thing done, permitted, suffered or omitted therein or thereon by the Tenant or any employee, agent or licensee of the Tenant.
- 3.12 To obey observe and comply with and perform all the covenants terms and provisions in the said Deed of Mutual Covenant and/or Management Agreement (if any) relating to the said Building so far as they relate to the said premises and to indemnify the Landlord against the breach non-observance or non-performance thereof in so far the same are the Tenant's responsibilities hereunder.
- 3.13 To pay to the Landlord on demand all costs and expenses incurred by the Landlord in cleansing or clearing, repairing or replacing any of the drains, pipes or sanitary or plumbing apparatus choked or stopped up owing to the careless or improper use or neglect by the Tenant or any employee, agent or licensee of the Tenant and to indemnify the Landlord against all costs claims and damages caused thereby or arising therefrom.
- 3.14 To be responsible to the Landlord for the acts, neglects and defaults of all contractors, servants, agents and licensees of the Tenant as if they were the acts, neglects and defaults of the Tenant himself and for the purposes of this Agreement "licensee" shall include any

person present in, using or visiting the said premises with the consent of the Tenant express or implied.

- 3.15 To give prompt notice to the Landlord of any accidents to or damage or defects in the water pipes gas pipes electrical wiring or fittings or other facilities provided by the Landlord in the said premises whether or not the Tenant is liable hereunder for the repair of the same upon the same coming to the knowledge of the Tenant.
- 3.16 To be responsible for the removal of all trade and other refuse from the said premises to the satisfaction of the Landlord or their agents. In the event of the Landlord providing collection service for garbage and refuse, the Tenant should use such service at the sole cost of the Tenant.
- 3.17 To take all precautions to protect the said premises against any loss and/or damage by storm or typhoon or flooding by water or scotching by fire or the like threats.
- 3.18 To use the said premises for the purpose as set out in the Third Schedule hereto.
- 3.19 At the expiration or sooner determination of this Agreement to deliver up to the Landlord vacant possession of the said premises in reasonably good clean and tenantable repair and condition (fair wear and tear only excepted) together with any additional erections alterations or improvements made thereto (whether with or without the Landlord's consent) but without payment of any compensation or consideration for such additional erections alterations or improvements Provided that the Landlord may at its discretion require the Tenant, at the Tenant's own cost and expense, to remove any alteration or addition made (whether with or without the Landlord's consent) and reinstate the said premises to its original state and condition (when the Tenant first took possession of the said premises) and to make good any damage done to the said premises in carrying out such removal to the satisfaction of the Landlord.

- 3.20 To repair and replace any broken and damaged windows and/or glass panes of or in the said premises whether the same be broken or damaged by the negligence the Tenant or owing to circumstances beyond the control of the Tenant or otherwise.
- 3.21 To fully and effectually indemnify the Landlord from and against all claims and demands made against the Landlord by any person in respect of any loss, damage or injury caused by or through or in any way owing to the typhoon, overflow of water or the escape of fumes smoke fire or any other substance or thing from the said premises or to the neglect or default of the Tenant, his employees, servants, agents or licensees or to the defective or damaged condition of the said premises or any fixtures or fittings for the repair of which the Tenant is and shall be responsible hereunder and against all costs and expenses incurred by the Landlord in respect of any such claim or demand.
- 3.22 To fit out the interior of the said premises using materials of good quality and in a proper and workmanlike manner and to maintain the interior fittings and fixtures in good condition repainting repolishing repairing or replacing the same when worn out or damaged. In carrying out the decoration works on the said premises:-
- (i) the Tenant shall submit plans and drawings for any fitting-out or decoration work proposed to be carried out on the said premises to the Landlord for its approval before fitting-out, decoration or construction work of any kind or nature can be commenced or carried out and shall pay all fees, charges or costs charged by the Landlord in connection therewith, including any consultancy fees or other disbursements incurred;
 - (ii) the Tenant shall make sure that all necessary insurance in respect of such decoration work has been obtained before commencing any decoration or construction work and shall deliver the relevant policy of insurance and premium receipts and the certificates thereof to the Landlord for verification.
 - (iii) the Tenant shall cause its servants, agents, contractors and workmen to fully cooperate with the Landlord and/or the Manager of the said Building and all servants, agents, contractors and workmen of the Landlord and/or the Manager of the said Building and with other tenants or contractors carrying out any work in the said

Building. The Tenant, its servants, agents and the contractors and workmen shall obey and comply with all reasonable instructions and directions which may be given by the Landlord's and/or the Manager's Architect, Project Manager or other authorised representative in connection with the carrying out of such work.

- 3.23 To be wholly responsible for installation of false ceiling, lighting, air-ducts and such additional fan-coil units as may be necessary of air-conditioning system inside the said premises and pay for such installation.
- 3.24 to reimburse to the Landlord the cost of repairing or replacing any air-conditioning, fan-coil units air-ducts and/or air-handling units or any other part of the air-conditioning system or installation which is damaged or rendered defective by the misuse or negligence of the Tenant or any of the Tenant's servants, agents, licensees or customers.
- 3.25 Insofar as the same may not be part of the interior of the said premises to keep in good clean substantial and proper repair and condition (fair wear and tear excepted) all drains, soil and other pipes, cables, wires, ducts, mains and apparatus associated therewith and any equipment and fittings ancillary thereto which belong to or form part of or solely serve the said premises and to indemnify the Landlord against all costs, claims, demands, actions, liabilities and legal proceedings whatsoever made upon the Landlord by any person in respect of any breach of this Clause.

SECTION IV

RESTRICTIONS AND PROHIBITIONS

- 4.1 Not without the previous consent of the Landlord to erect, install or alter any fixtures, partitioning or other erection or installation inside the said premises or any part thereof including in particular, the air-conditioning ducts in the said premises and the fixtures, machines, meters and switchboards in the said premises.

- 4.2 Not to affix exhibit put up or display or to permit or suffer to be affixed, exhibited, put up or displayed any signboard, sign, decoration, device, placard, poster or other advertisement whatsoever whether illuminated or not inside or outside the said premises or at on or to any door, wall, pier or window thereof or any part of the said premises/Building without the previous consent in writing of the Landlord (which consent shall not be unreasonably withheld) but any approval shall be subject also to the approval of the Manager of the Building and shall not contravene the Deed of Mutual Covenant affecting the said premises/Building and subject to such conditions as the Landlord and the Manager may think fit to impose and provided further that the Landlord shall have the right to remove at the cost and expense of the Tenant any signboard or other thing as aforesaid which has been affixed displayed exhibited or painted without the prior approval of the Landlord or the Manager (if required) or otherwise in contravention of this Clause.
- 4.3 Not to cut maim, injure, drill into, mark or deface or permit or suffer to be cut, maimed, injured, drilled into, marked or defaced any doors, windows, walls, beams, structural members or any part of the fabric of the said premises nor any of the plumbing or sanitary apparatus or installations included therein.
- 4.4 Not to lay install affix or attach any wiring, cables or other article or thing in or upon any of the public entrances, staircases, landings, passageways, lobbies or public areas.
- 4.5 Not to install any private air-conditioning unit without the Landlord's prior written consent and in the event of the Tenant installing private air-conditioning units in the said premises or any part thereof with the Landlord's prior written consent, the Tenant shall comply with the direction and instructions of the Landlord regarding installation and shall at its own expense be responsible for their periodic inspection maintenance and repair and for the replacement of defective wiring and the Tenant shall be strictly liable for any damage caused directly or indirectly by the installation, operation or removal of such units and not to install or fix or erect any supports or any iron brackets or venetian blinds or sun blinds of any description to or on any part of the exterior walls of the said premises for any purpose including the installation of air-conditioners without prior written approval of the Landlord.

- 4.6 Not to make any openings on any part of the exterior walls of the said premises.
- 4.7 Not to erect any shelters or coverings on any part of the flat-roofs or roof (if any) of the said premises.
- 4.8 Not to use or cause or permit the use of the common corridors, staircase or other common passages of the said Building for the purpose of drying laundry or hanging or placing or storing any article or thing thereon or therein and not to permit the Tenant's agents servants employees guests invitees to use the same for loitering or eating.
- 4.9 Not without the prior written consent of the Landlord to assign transfer sub-let underlet or otherwise part with the possession of the said premises or any part or parts thereof nor to enter into permit or suffer any arrangements or transaction in any way howsoever whereby any person or persons not being a party to this Agreement obtains or obtain the use, possession, occupation or enjoyment of the said premises or any part or parts thereof irrespective of whether or not any rental or other consideration is given for or in respect of such use or possession, and in the event of any such assignment transfer sub-letting under-letting arrangement howsoever or otherwise parting with the possession of the said premises or any part or parts thereof (whether for monetary or any consideration or not) this Agreement shall absolutely determine at the option of the Landlord to be exercised by notice in writing to the Tenant and the Tenant shall forthwith vacate and deliver up possession of the said premises on notice to that effect from the Landlord or its agent or authorized representative. Without in any way limiting the generality of the foregoing, the following acts and events shall, unless approved in writing by the Landlord, be deemed to be breaches of this Clause :-
- (i) In the case of a tenant being a sole proprietorship or partnership, any change in the sole proprietorship thereof or the taking in of one or more partners or new partners whether on the death or retirement of an existing partner or otherwise;
 - (ii) in the case of a tenant who is an individual (including a sole surviving partner of a partnership tenant), the death, insanity or other disability of that individual, to the

intent that no right to use, possess, occupy or enjoy the said premises or any part thereof shall vest in the executors, administrators, personal representatives, next of kin, trustee or committee of any such individual;

- (iii) the giving by the Tenant of a Power of Attorney or similar authority whereby the donee of the Power obtains the right to use, possess, occupy or enjoy the said premises or any part thereof or does in fact use, possess, occupy or enjoy the same; and
- (iv) the change of the Tenant's business name without the previous written consent of the Landlord provided that such consent shall not be unreasonably withheld.

The Tenant shall keep the Landlord informed in case of takeover, reconstruction, amalgamation, merger, voluntary liquidation or change in the person or persons who own a majority of its voting shares.

- 4.10 Not to produce or permit or suffer to be produced any music and noise (including sound produced by broadcasting on any apparatus or equipment capable of producing reproducing receiving or recording sound or voice) so as to be a nuisance or annoyance to occupiers of other premises in the said Building or in the neighbourhood, nor to do or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to the Landlord or to the tenants or occupiers of other premises in the said Building or in any adjoining or neighbouring building as against the laws or regulations of Hong Kong Special Administrative Region.
- 4.11 Not to do or permit or suffer to be done any act, deed, matter or thing whatsoever which amounts to a breach of any of the covenants terms and conditions under which the said premises and the land on which it stands are held from the Government of the Hong Kong Special Administrative Region or whereby any insurance of the said Building or of the said premises against loss or damage by fire and/or claim by third parties for the time being in force may be rendered void or voidable or whereby the premium thereon may be increased Provided That if as a result of any act, deed, matter or thing done permitted or suffered by the Tenant, the premium on any such insurance policy shall be increased, the Landlord shall be entitled at his option either to terminate this Agreement or to continue the same

upon payment by the Tenant of the increased premium and upon such other terms and conditions as the Landlord may at his discretion think fit to impose.

- 4.12 Not to keep or store or permit or suffer to be kept or stored on or in the said premises any arms, ammunition, gunpowder, saltpetre, kerosene or other explosive or combustible or otherwise unlawful or dangerous or hazardous goods.
- 4.13 Not to keep or permit or suffer to be kept any animals or pets inside the said premises and to take all such steps and precautions to the satisfaction of the Landlord to prevent the said premises or any part thereof from becoming infested by termites, rats, mice, cockroaches, or any other pests or vermin. If the Landlord shall so require, pest control for the said premises shall be effected by employing pest control companies approved by the Landlord at the Tenant's costs and expenses.
- 4.14 Not to use or permit or suffer to be used the said premises or any part or parts thereof for any illegal or immoral purposes or for any purpose which is in contravention of the terms and conditions contained in the Government Lease or Conditions under which the said premises are held from the Government or the Occupation Permit covering the said premises.
- 4.15 Not to encumber or obstruct or permit to be encumbered or obstructed with any box packaging or other obstruction of any kind or nature any of the entrances staircases landings passages lifts (if any) lobbies or other parts of the said Building in common use and not to leave rubbish or any other article or thing in any part of the said Building not hereby expressly agreed to be let to the Tenant for his exclusive occupation.
- 4.16 Not to drive or insert or permit or suffer to be driven or inserted any nails, screws, hooks, brackets or similar articles into the ceilings, walls or floors of the said premises without the previous consent of the Landlord, nor without the like consent to lay or use any floor covering which may damage the existing flooring provided that such consents shall not be unreasonably withheld.

- 4.17 Not to use or permit or suffer the said premises or any part thereof to be used as sleeping quarters or as domestic premises within the meaning of the Landlord and Tenant (Consolidation) Ordinance or similar legislation for the time being in force nor to allow any person to remain in the said premises overnight.
- 4.18 Not to prepare or permit or suffer to be prepared any food in the said premises or to cause or permit any offensive or unusual odors to be produced upon, permeate through or emanate from the said premises.
- 4.19 Not to take delivery of furniture or fixtures or bulky items of goods in and out of the said Building during normal office hours and under no circumstances shall passenger lifts been used for delivery purposes at all times.
- 4.20 Not to overload the lifts in the said Building in excess of their maximum capacity and to be responsible for any damage caused by any breach hereof.
- 4.21 Not to use the said premises for the purpose of the manufacture of goods and merchandise or for the storage of goods and merchandise other than in normal quantities consistent with the nature of the Tenant's trade or business.
- 4.22 Not without the previous written consent of the Landlord to make or permit or suffer to be made alterations in or additions to the electrical wiring and installations or to install or permit or suffer to be installed any equipment, apparatus or machinery which requires any additional electrical main wiring or which consumes electricity not metered through the Tenant's separate meter. In carrying out any work to the electrical installation and/or wiring the Tenant shall use only such contractors approved by the Landlord in writing for that purpose which approval shall not be unreasonably withheld.
- 4.23 Not without the prior consent of the Landlord, to permit any touting or soliciting for business or the distribution of any pamphlets, notices or advertising matter to be conducted outside or near the said premises or in any part of the said Building by any of the Tenant's servants, agents or licensees.

- 4.24 Not to place any load upon the floor of the said premises or any part thereof in excess of the loading capacity for which the floor is designed. The Landlord reserves the right to prescribe the weight and position of all safes and any heavy articles which must be placed so as to distribute the weight evenly. Business machines and mechanical equipment authorised by the Landlord shall be placed and maintained by the Tenant at the Tenant's expenses in settings sufficient in the Landlord's judgment to absorb and prevent vibration noise and annoyance to occupiers of other portions of the said Building.
- 4.25 Not without the prior consent in writing of the Landlord to install additional locks bolts or other fittings to the entrance doors of the said premises or in any way to cut or alter the same provided always that such consent shall not be unreasonably withheld taking into account the nature of the Tenant's business or trade carried on therein.

SECTION V

LANDLORD'S OBLIGATIONS

The Landlord hereby agrees with the Tenant as follows :

- 5.1 To pay the Government rent and Property tax attributable to or payable in respect of the said premises.
- 5.2 That the Tenant upon paying the rent hereby agreed to be paid on the days and in manner herein provided for payment of the same and upon observing and performing the agreements stipulations terms and conditions herein contained and on the Tenant's part to be observed and performed shall peaceably hold and enjoy the said premises during the said term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 5.3 At the Tenant's request and subject to the Tenant indemnifying the Landlord against all costs and expenses in connection therewith to take all such action as the Tenany may

reasonably request to enforce the provisions of the said Deed of Mutual Covenant or other agreements or documents (if any) relating to the management of the said Building against the other owners or occupiers of the other premises in the said Building or against the manager or the management company for the time being responsible for the management of the said Building.

- 5.4 To be responsible for and to contribute towards the cost of the maintenance and repair of the main structure of the said premises, the main electricity supply cables, main drains, pipes and main walls and structure of the said premises (save and except those installed by the Tenant).

SECTION VI

DEFAULT

IT IS HEREBY EXPRESSLY AGREED AND DECLARED as follows :

- 6.1 If the rent and/or air-conditioning charges and/or management fees and /or rates and/or other charges hereby agreed to be paid or any part thereof shall be unpaid for fifteen (15) days after the same shall become payable (whether legally or formally demanded or not) or if the Tenant shall fail or neglect to observe or perform any of the agreements stipulations terms and conditions herein contained and on the Tenant's part to be observed and performed or if the Tenant shall become bankrupt or being a corporation shall go into liquidation or if any petition shall be filed for the winding up of the Tenant or if the Tenant shall otherwise become insolvent or make any composition or arrangement with creditors or shall suffer any execution to be levied on the said premises or otherwise on the Tenant's goods, then and in any of such cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the said premises or any part thereof in the name of the whole whereupon this Agreement shall absolutely cease and determine and a written notice served by the Landlord on the Tenant or left at some part of the said premises to the effect that the Landlord thereby exercises the power of re-entry and/or determination hereinbefore contained shall be a full and sufficient exercise of such power

notwithstanding any statutory or common law provided to the contrary but without prejudice to any right of action of the Landlord in respect of any outstanding breach or non-observance or non-performance of any of the said agreements, stipulations terms and conditions herein contained and on the Tenant's part to be observed and performed and to the Landlord's right to deduct all losses damages and expenses thereby incurred from the deposit paid by the Tenant in accordance with Clause 9 hereof.

- 6.2 Notwithstanding anything herein contained in the event of default in payment of the said rent or other monies payable by the Tenant hereunder for a period of fifteen (15) days from the date when payment is due (whether formally demanded or not) the Tenant shall pay to the Landlord on demand daily interest on all such sums outstanding at the rate of 3% per annum above the prime rate from time to time quoted by The Hongkong and Shanghai Banking Corporation Limited (which rate of interest shall apply before as well as after judgment) calculated from the date on which the same shall be due for payment (in accordance with the provisions contained in that behalf herein) until the date of payment as liquidated damages and not as penalty provided that the demand and/or receipt by the Landlord of interest pursuant to this clause shall be without prejudice to and shall not affect the right of the Landlord to exercise any other right or remedy hereof (including but without prejudice to the generality of the foregoing the right of re-entry) exercisable under the terms of this Agreement
- 6.3 Acceptance of rent by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of any breach non-observance or non-performance of the said agreements stipulations terms and conditions herein contained and on the Tenant's part to be observed and performed.
- 6.4 For the purposes of Part III of the Landlord and Tenant (Consolidation) Ordinance, Chapter 7, relating to Distress for Rent and of these presents, the rent and other charges payable in respect of the said premises shall be deemed to be in arrear if not paid in full and in advance at the time and in manner herein provided for payment thereof. All costs and expenses, including solicitors' charges and disbursements, if any, for and incidental to

the said Distress for Rent or other proceedings shall be paid by the Tenant and shall be recoverable against the Tenant as a debt.

- 6.5 All costs and expenses, including solicitors' charges and disbursements, if any, for and incidental to the said Distress for Rent or other proceedings shall be paid by the Tenant and shall be recoverable against the Tenant as a debt.

SECTION VII

EXCLUSIONS

The Landlord shall not in any circumstances be under any liability to the Tenant or to any other person whomsoever:-

- 7.1 In respect of any loss or damage to person or property sustained by the Tenant or any such other person or any disruption or inconvenience suffered by the Tenant or any other person caused by or through or in any way owing to typhoon, the overflow of water or the escape of fumes smoke fire or any other substance or thing from anywhere within the said Building or from anywhere outside the said Building.
- 7.2 In respect of any loss or damage to person or property sustained by the Tenant or any such other person or any disruption or inconvenience suffered by the Tenant or any other person caused by or through or in any way owing to any defect in, suspension or breakdown of the lifts, escalators, water supply or air-conditioning system or other services provided in the said Building or the leakage or cracking of the glass panels or other failure of the curtain wall of the said Building.
- 7.3 For the security or safekeeping of the said premises or any contents therein.

Nor shall the rent or management fees and air-conditioning charges and maintenance charges abate or cease to be payable on account thereof.

SECTION VIII

ABATEMENT OF RENT

- 8.1 If the said premises or the said Building or any part thereof shall at any time during the tenancy be destroyed or damaged or become inaccessible or become subject to a closure order or demolition order due or owing to fire water storm wind typhoon defective construction white ants earthquake subsidence of the ground or any calamity beyond the control of the Landlord and not attributable to any failure of the Tenant to observe and carry out the terms of this Agreement so as to render the said premises unfit for habitation and use or inaccessible or the said premises or the said Building shall be condemned as a dangerous structure or a demolition order or closing order shall become operative in respect of the said premises then and in any of such events the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained or order made shall from the date of the occurrence of any of such events be suspended until the said premises shall again be rendered accessible and fit for habitation and use Provided always that the Landlord shall not be under any obligation to reinstate the said premises or the said Building or any part thereof so affected as aforesaid and Provided further that should the said premises or the said Building not have been reinstated in the meantime either the Landlord or the Tenant may at any time after three months from the occurrence of such damage or destruction or order give to the other of them notice in writing to determine this present tenancy and thereupon the same and everything herein contained shall cease and be void as from the date of the occurrence of such destruction or damage or order or of the said premises becoming inaccessible but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of the agreements stipulations terms and conditions herein contained or of the Landlord in respect of the rent, management fees and other charges payable hereunder prior to the coming into effect of the suspension and of the Tenant in respect of the refund of the said deposit (as hereinafter defined) in accordance with the terms of this Agreement PROVIDED FURTHER that the Landlord shall not in any event be liable to pay compensation of all losses and damages to the Tenant in respect of any period during which the occupation or use of the said premises shall be interrupted or unavailable as

aforesaid or in respect of the determination of the tenancy as aforesaid and that the Tenant shall not in any event have any claim, interest, right or property, all of which are hereby expressly waived and forfeited, of and in any compensation or award payable by any relevant authority in respect of the interruption or cessation of use or occupation of the said premises or the determination of the tenancy in respect thereof.

SECTION IX

DEPOSIT

- 9.1 The Tenant shall on the signing hereof deposit and maintain with the Landlord the sum of deposit as set out in the Third Schedule hereto ("the said deposit") to secure the due observance and performance by the Tenant of the agreements stipulations terms and conditions herein contained and on the Tenant's part to be observed and performed. The said deposit shall be retained by the Landlord throughout the said term free of any interest or compensation to the Tenant with power for the Landlord, without prejudice to any other right or remedy hereunder, to deduct therefrom the amount of any cost expense loss or damage sustained by the Landlord as the result of any non-observance or non-performance by the Tenant of any such agreements stipulations terms or conditions and in such event the Tenant shall as a condition precedent to the continuation of the tenancy deposit with the Landlord of the amount so deducted so as to make up to the amount of the said deposit and, if the Landlord shall fail so to do, the Landlord shall be entitled to forthwith re-enter on the said premises and to determine this Agreement and forfeit the deposit. Subject as aforesaid, an amount equivalent to the said deposit (less any deductions lawfully made) shall be refunded to the Tenant by the Landlord within fourteen (14) days after the expiration or sooner determination of this Agreement and the delivery of vacant possession of the said premises in a good clean and tenantable state and condition to the Landlord or within fourteen (14) days of the settlement of the last outstanding claim by the Landlord against the Tenant in respect of any breach, non-observance or non-performance of any of the said agreements, stipulations terms or conditions and on the part of the Tenant to be observed and performed whichever is the later but without prejudice to any other right the Landlord may have against the Tenant.

- 9.2 In the event of the Landlord assigning or transferring the ownership of the said premises to any person ("the New Owner") at any time during the subsistence of the tenancy hereby granted, the Landlord may transfer the said deposit (less any deduction which the Landlord may make according to the terms of this Agreement) to the New Owner, and in that event the Tenant shall be deemed to have authorized the Landlord to pay over the said deposit or such part thereof so held by it to the New Owner subject nevertheless to the provisions of this Agreement relating to forfeiture and deduction thereof Provided the New Owner has agreed in writing to refund the said deposit (or any part thereof) whereupon the Tenant shall release the Landlord from all claims by the Tenant for the refund of the said deposit.
- 9.3 The amount of the said deposit shall be maintained in an amount equivalent to the amount of the deposit set out set out in the Third Schedule hereto and in the event of any deduction being made by the Landlord from the said deposit in accordance herewith during the currency of this Agreement, the Tenant shall forthwith on demand by the Landlord make a further deposit equal to the amount so deducted and failure by the Tenant so to do shall entitle the Landlord forthwith to re-enter upon the Premises and to determine this Agreement as hereinbefore provided.
- 9.4 The Landlord does not warrant that the said premises are fit for any particular purpose and shall in no way be responsible or liable to the Tenant for any damages or loss in respect of the Tenant's particular use of the said premises. The Tenant shall be responsible for obtaining all necessary permits or licences from the appropriate Government authorities for the Tenant's particular use of the said premises and shall at all times comply with all ordinances, rules, regulations, by-laws, conditions, orders and requirements imposed or laid down by any Government or other authorities and the Tenant shall indemnify the Landlord from and against all proceedings, actions, fines, damages, claims and demands whatsoever which may arise as a result of the user of the said premises and/or the non-compliance by the Tenant of such Ordinances, rules, regulations, by-laws, conditions, orders, requirements or any of them.

9.5 Without prejudice to the liability of the Tenant under any of the terms and conditions herein contained, the Tenant hereby agrees and undertakes with the Landlord that the Tenant shall be responsible for all losses and damages sustained or suffered by the Landlord or any other person or the property of the Landlord or such other person and for all damages done to the said Building caused directly or indirectly by the Tenant's breach of any of his obligations hereunder or by the Tenant of any part of the said premises or any advertising or other sign or decoration or any other thing whatsoever constructed, erected or installed by the Tenant or any part of the said premises or any advertising or other sign or decoration or any other thing whatsoever constructed, erected or installed by the Tenant and the Tenant shall fully indemnify the Landlord against all claims, proceedings, actions, costs, expenses and demands whatsoever made upon the Landlord by any person in respect of any such damage or injury.

SECTION X

MISCELLANEOUS

- 10.1 For the purpose of this Agreement, any act, default, neglect or omission (whether willful or not) of the agents, licensees, employees, guests, visitors or customers of the Tenant shall be deemed to be the act, default, neglect or omission of the Tenant, and it is immaterial whether or not the Tenant shall have any knowledge (actual or otherwise) of such act, default, neglect or omission.
- 10.2 During the three months immediately preceding the expiration of the term hereby created, the Landlord shall be at liberty to affix and maintain without interference upon any external part of the said premises a notice stating that the said premises are to be let and such other relevant information in connection therewith as the Landlord shall reasonably require.
- 10.3 The Tenant shall, at any time during the 3 months immediately preceding the determination of the tenancy hereby created and upon prior appointment by reasonable notice being given to the Tenant permit the Landlord, its agents and potential tenant(s) accompanied by the Landlord or his agent to enter and view the said premises or any part thereof.
- 10.4 Any notice required to be served hereunder shall be sufficiently served (i) on the Tenant if delivered to the Tenant by prepaid post or left addressed to the Tenant at its registered office and (ii) on the Landlord if addressed to the Landlord by prepaid post to or delivered at the Landlord's registered office or the last known place of business or residence in Hong Kong. A notice sent by registered post shall be deemed to be given at the time when in the due course of post it would be delivered at the address to which it is sent.
- 10.5 No warranty is hereby, or is hereby deemed to be, given by the Landlord as to the said premises being fit for the specific purpose and use as mentioned herein or as to the said

premises being permitted or certified fit for the said specific purpose and use by the Building Authority or such other competent authority of the Hong Kong Government.

- 10.6 To the extent that the Tenant can lawfully do so, the Tenant hereby expressly agrees to deprive himself of all rights (if any) to protection against eviction or ejection afforded by any existing or future legislation from time to time in force and applicable to the said premises or to this tenancy and the Tenant agrees to deliver up vacant possession of the said premises to the Landlord on the expiration or sooner determination of the tenancy hereby created.
- 10.7 No condoning, excusing or waiving by the Landlord of any default, breach or non-observance or non-performance by the Tenant at any time or times of any of the Tenant's obligations herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance or non-performance or so as to defeat or affect in any way the rights and remedies of the Landlord hereunder in respect of any such continuing or subsequent default or breach and no waiver by the Landlord shall be inferred from or implied by anything done or omitted by the Landlord unless expressed in writing and signed by the Landlord. Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and in no way shall be considered as a waiver or release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord in the future, unless expressly so provided.
- 10.8 For the efficient operation and maintenance of the said Building as a high class commercial / office centre, the Tenant will observe and comply with all the house rules and regulations which the Landlord or the Manager of the said Building may from time to time and by notice in writing to the Tenant make and introduce, and subsequently amend, adopt or abolish if necessary. Such Rules and Regulations shall be in addition to and not in substitution of the terms and conditions contained in this Tenancy Agreement. In the event of conflict between the terms and conditions set out in such Rules and Regulations and the terms and conditions of this Tenancy Agreement, the Landlord shall have the absolute discretion to elect as to which set of terms and conditions would be applicable.

- 10.9 Unless the contents otherwise require, words herein importing the masculine gender shall include the feminine and neuter gender and words herein in the singular shall include the plural and vice versa and the terms "Landlord" and "Tenant" shall include their respective successors in title.
- 10.10 The Tenant hereby expressly declares that for the grant of the said term no key money or construction moneys or premium or other consideration has been paid to the Landlord or to any person for and on the Landlord's behalf.
- 10.11 In the event of fire, typhoon or other contingencies which in the reasonable opinion of the Landlord may cause or threaten to cause damage or injury to the said premises, the Landlord shall have power in the absence of the Tenant from the said premises to break open any outer door or windows of the said premises and to do such other things as may be necessary to prevent the said premises from being damaged or injured or further damaged or injured and in such event the Landlord shall not be answerable to the Tenant for any loss or damage which the Tenant may sustain thereby.
- 10.12 Each party shall pay its own legal costs of and incidental to the preparation and completion of this Agreement but the stamp duty and registration fee (if any) payable on this Agreement and its counterpart shall be borne by the parties hereto in equal shares.
- 10.13 The parties hereto further agree that they shall respectively be bound by and entitled to the benefit of the Special conditions (if any) set out in the Fourth Schedule hereto.
- 10.14 The Landlord shall permit the Tenant, the Listco and their respective auditors free and sufficient access to the records of the Landlord for the purpose of reporting on the transaction under this Agreement, and provide copies of such records upon request of the Tenant, the Listco and their respective auditors.
- 10.15 The Landlord hereby expressly authorizes, permits and consents to the Tenant (for itself and on behalf of Listco) to publish announcements containing information on the terms of

this Agreement (or any variations and modifications thereof) as required under, and for the purpose of complying with, the GEM Listing Rules and/or requirements of the Stock Exchange, the Securities and Futures Commission, other authorities having jurisdiction over the Tenant or the Listco and applicable laws.

- 10.16 No person other than the parties to this Agreement would have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any of the provision of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

LANDLORD : **CYBER FEEL LIMITED** (電子動感有限公司) whose registered office is situate at 30/F, Fortis Tower, 77-79 Gloucester Road, Wanchai, Hong Kong

TENANT : **FINET HOLDINGS LIMITED** (財華控股有限公司) whose registered office is situated at 30/F, Fortis Tower, 77-79 Gloucester Road, Wanchai, Hong Kong

THE SECOND SCHEDULE ABOVE REFERRED TO

"the said premises"

ALL THOSE 100 equal undivided 3,100th parts or shares of and in **ALL THE** piece or parcel of ground registered at the Land Registry as **THE REMAINING PORTION OF INLAND LOT NO. 2782** And of and in the thirty-two storeyed commercial building erected thereon now known as "**FORTIS BANK TOWER (華比富通大廈)**" also known as "**FORTIS TOWER (富通大廈)**" (formerly known as "**BELGIAN BANK TOWER (華比大廈)**") and at a previous time known as "**BELGIAN HOUSE (華比大廈)**"), Nos. 77 - 79 Gloucester Road, Wanchai, HONG KONG (the "Building") **TOGETHER** with the sole and exclusive right and privilege to hold use occupy and enjoy **ALL THOSE** the **THIRTIETH FLOOR** of the Building including all the book rooms, strong rooms, toilets, air-conditioning plant rooms and passage on such floor.

THE THIRD SCHEDULE ABOVE REFERRED TO

- Term : **TWENTY FOUR (24) MONTHS** commencing on **25 OCTOBER 2021** and expiring on **24 OCTOBER 2023** (both days inclusive) with an option to negotiate further periods at market price. Notwithstanding anything to the contrary, the Tenant shall be entitled to terminate the Tenancy Agreement by giving two (2) months' notice in writing to the Landlord.
- Rent : **HONG KONG DOLLARS TWO HUNDREDS SEVENTY THOUSAND ONLY (HK\$270,000.00)** per calendar month (exclusive of Government Rates, management fees, air-conditioning charges and all other outgoings) payable in advance clear of all deductions.
- Possession : Vacant possession of the said premises shall be deemed delivered up to the Tenant at the commencement of the term hereby granted in its "as is" state and condition.
- User : Lawful purposes in accordance with the provisions of the Government Grant, the Deed of Mutual Covenant and Management Agreement and the Occupation Permit of the said Building in respect of the said premises.
- Deposit : **HONG KONG DOLLARS FIVE HUNDRED FORTY THOUSAND ONLY (HK\$540,000.00)**

THE FOURTH SCHEDULE ABOVE REFERRED TO

Special Conditions

1. The parties hereto acknowledge that the said premises of 30/F Fortis Tower, 77-79 Gloucester Road, Wanchai, Hong Kong.

2.
 - (a) The Landlord has no objection to the Tenant installing lightboxes inside the glass of the said premises and sticking leaflets thereon for advertisement purposes.
 - (b) The Landlord undertakes to use its best endeavours to assist the Tenant in changing the entrance of the said premises at the sole costs and expense of the Tenant provided such change shall not be in contravention of any government rules and regulations. The Tenant has to reinstate the entrance to its original position at the expiration of the tenancy.
 - (c) The Landlord agrees that the Tenant can use the uppermost part of the advertisement box (facing the lift lobby) which part is shown and coloured red on the Advertisement Box Plan annexed hereto for identification purpose for its own advertisement purpose during the term of the tenancy without extra rent.

3. The said premises are subject to a Mortgage and an Assignment of Rentals respectively registered in the Land Registry by Memorial Nos. 16051301820013 and 16051301820022 in favour of Hang Seng Bank, ("the Mortgagee") by which it was stipulated that the Landlord shall obtain the consent in writing of the Mortgagee for granting of tenancy or lease thereof. This Agreement is conditional upon the written consent of the said Mortgagee being obtained. In the event of the said Mortgagee failing or refusing to give such consent within 1 month from the date of this Agreement, this Agreement shall become null and void and the Tenant shall immediately vacate from the said premises and all sums paid hereunder by the Tenant to the Landlord shall be returned to the Tenant without interest or compensation. Notwithstanding the payment of the deposit and the Tenant's possession of the said premises, no relationship of landlord and tenant is created hereunder unless and until the consent of the Mortgagee shall have been obtained.

4. The parties hereto agree and confirm that the following terms are essential terms of this Agreement, namely:-
 - (a) No premium or other moneys (other than the monthly rent and deposit) has/have

been paid or is/are payable in respect of the grant of the tenancy;

- (b) No rent is payable in advance for any period longer than one month;
- (c) This Agreement is subject to the consent of the Mortgagee being given. The Mortgagee's consent (if given) is limited to this Agreement and any further dealings (including but no limited to any assignment of the tenancy, subletting or parting with possession of the said premises or any part thereof by the Tenant and any renewal of the tenancy) shall require the prior written consent of the Mortgagee;
- (d) There is no option to purchase or renew in favour of the Tenant;
- (e) The Mortgagee whether in possession or otherwise shall not be liable to refund any rental deposit paid by the Tenant to the Landlord; and
- (f) The Tenant's claim for refund of rental deposit against the Landlord cannot be applied to set-off against any moneys payable by the Tenant to the Mortgagee under this tenancy agreement in the event of the Mortgagee entering into possession of the said premises.

SIGNED by
its director for and on behalf of the
Landlord in the presence of:



Gweneth Lam Mei Yan

For and on behalf of
CYBER FEEL LIMITED
電子動感有限公司


Authorized Signature(s)

the sum of HONG KONG DOLLARS
FIVE HUNDRED FORTY THOUSAND
ONLY, being the said deposit mentioned
above.

HK\$540,000.00

SIGNED by
its directors for and on behalf
of the Tenant in the presence of:



Gweneth Lam Mei Yan

For and on behalf of
FINET HOLDINGS LIMITED
財華控股有限公司


Authorized Signature(s)