

LICENCE AGREEMENT

Contract No. _____

This services agreement is made on _____

Between Mau I Business Centre Limited whose registered office is situate at 2nd Floor, Eton Tower, 8 Hysan Avenue, Causeway Bay, Hong Kong (hereinafter called "Licensor / Mau I") of the one part

and _____ (hereinafter called "Licensee / the Client") of the other part.

1. Particulars of the Licensee / Client:

Name: _____

Correspondence address: _____

Contact No.: _____ E-mail: _____

IDNo./BRNo.: _____ Nature of Business: _____

Particulars of the Licensee / Client's representative:

Name: _____

IDNo.: _____

Mobile Phone No.: _____

3. The Building

- A. () Radio City 505-511 Hennessy Road, Causeway Bay, Hong Kong or
- B. () Eton Tower, 8 Hysan Avenue, Causeway Bay, Hong Kong.

4. Designated office location ("the said office")

- A. Room No. _____, _____/F, Radio City 505-511 Hennessy Road, Causeway Bay, Hong Kong or
- B. Room No. _____, _____/F, Eton Tower, 8 Hysan Avenue, Causeway Bay, Hong Kong.

5. Licence / Services Period: From _____ to _____ (both days inclusive)

6. Licence Fee / Services Charges: HK\$ _____ per month (Payable in advance on the 1st day of each and every calendar month without deduction whatsoever (inclusive of rates, property tax, government rent, and management fees))

7. Deposit: HK\$ _____ (equivalent to two months Licence Fee)

8. Inventory of fixtures and fitting: Table x _____ Pedestal x _____ Armchair x _____ Guest Chair x _____ Bookshelf x _____

9. Value-Added Services (VAS): Telephone Set x _____ Others _____

- A. () Free Printing Credit: _____
- B. () Free Meeting Hours (every month without accumulation)
- C. () Designated exclusive telephone no.: _____
- D. () Personalized telephone answering as specified by the Client
- E. () Others: _____

10. Terms & Conditions: (1) Please see General Terms & Conditions overleaf; (2) VAS is also subject to Mau I's Special Terms & Conditions

11. Remark: _____

Agreed and accepted by the Licensor / Mau I

Agreed and accepted by the Licensee / Client

Signature
For and on behalf of Mau I Business Centre Limited

Signature

For Internal Use Only

Prepared by: _____ Counter check by: _____

General Terms & Conditions

1. Subject to the provisions herein contained, the Licensor grants to the Licensee the non-exclusive Licence to use the office Space (which said office Space(s) is/are for the purpose of identification only coloured Pink on the plan hereto annexed and is hereinafter referred to as "the said office"). The Licensee shall deliver vacant possession to the Licensor at the expiration or sooner determination of the Licence Period. The Licence is personal to the Licensee and no sub-licence, transfer or assign shall be allowed.
 2. To pay the said Licence Fee hereby reserved in manner aforesaid and other charges payable due hereunder in manner hereinafter mentioned.
 3. Licensee shall not have exclusive possession right of the said office, no other persons apart from the Licensee may use or occupy the Area of the office during the Licence Period. The Licensor, its servants or agents shall have the right at any time to enter into the office at its own discretion for management, viewing, security, repair and/or maintenance purposes or for any other purposes as the Licensor shall think fit. The Licensor also has the right to alter, change, install, replace and/or substitute the existing locks bolts and fittings on the door, window, furniture and/or safe deposit box (if any) of the office or to install or fix any additional locks bolts or change electronic digital code or electronic equipment or fitting at any time as the Licensor shall think fit.
 4. By giving two (2) days prior notice in writing, the Licensor shall at any time during the Licence Period and without giving any reason therefor either terminate this agreement or relocate the Licensee to another office unit in the Building ("the New office") assigned by the Licensor at its sole and absolute discretion. Upon issue of the said notice by the Licensor, the Licensee shall forthwith move to the New office and the terms of this Agreement shall apply to the New office for the remaining term of the Licence Period and the term "office" referred herein shall be deemed to be referring to the "New office".
 5. To accept the said office in the state and condition in which they are found at the date when possession is given.
 6. To keep the interior of the said office including all the Licensor's fixtures and fittings therein in good condition and in good decorative repair (fair wear and tear excepted) throughout the term of the Licence or occupation and to yield up the same in such repair and condition at the expiration or sooner determination of the said term.
 7. To take all reasonable precautions to protect the said office or any part Typhoon thereof against damages by storms typhoons or otherwise.
 8. To Permit the Licensor and his agents and all persons authorized by him at all reasonable times to enter and view the said office and to take an inventory of the installations and fixtures and fittings therein and to carry out any repair or maintenance works by the Licensor under this Agreement.
 9. To allow the Licensor, his agents and all persons authorized by him and the utility companies the right of access to the telephone cable trunkings and CABD conduits of other office units installed inside the said office at all times for the purpose of inspection, installation, repair, maintenance and modification.
 10. To allow the Licensor, his agents and all persons authorized by him and the utility companies the right of access to the pipings inside the said office at all times for the purpose of inspection, installation, repair, maintenance and modification.
 11. Not to make or permit to be made any alterations in or additions to the said office (particularly not to erect or affix structure of any kind or nature over any part of the office) or to the electrical wiring installation or other Licensor's fixtures or to install any air-conditioner apparatus or machinery in any part of the said office without having first obtained the written licence and consent of the Licensor therefor. In the event that the Licensee fails to remove such asbestos-containing material, the Licensor may do all things necessary to effect the removal of the same and any monies expended by the Licensor for the purpose shall be repayable by the Licensee on demand.
 12. To use the said office only for the purpose as business and to conduct therein only such business which are duly authorised licensed or approved by the competent Government Authorities and to comply in all respects with the conditions terms and regulations relating to such business or imposed on the granting of the licence in respect thereof.
 13. To give prompt notice to the Licensor or his agent of any damage that may be suffered to the said office and of any accident to or defects in the water and gas pipes (if any) electrical wiring or fittings, fixtures or other services or facilities within the said office.
 14. To observe faithfully and comply strictly with the Rules and Regulations of the said office as the Licensor or the Licensor's Agent may from time to time adopt. Notice of any additional Rules or Regulations shall be given in such manner as the Licensor may elect.
 15. Not to obstruct with boxes, merchandise, rubbish or any other articles whatsoever any part of the said office particularly the circulation areas and not to place or store over or above.
 16. Not to use the said office as sleeping quarters or as domestic use or to allow any person to remain on the said office overnight.
 17. Not to do or produce or suffer or permit to be done or produced any music noise or distraction (including sound and distraction produced by broadcasting, television, radio and any apparatus or instrument capable of producing or reproducing music sound and distraction) or other acts or things including gambling playing mah-jong chess cards or any other form of recreational activities in or on the said office.
 18. Not to affix, put up or display on the exterior of the said office or any part thereof or upon any part of the said office any sign, neon or other illumination, decoration, shutter, grill, notice or notice board, advertisement or any other article or thing whatsoever except a signboard of standard design to be displayed outside the said office with the Licensee's trade name in such lettering, size and design approved by the Licensor in writing and then only in a place & in a manner approved by the Licensor. All costs and expenses of installing repairing and maintaining the signboard and lettering shall be borne by the Licensee.
 19. The Licensee shall not affix or display or permit or suffer to be affixed or display on the exterior of the said office or any part thereof or upon any part of the said office any signboard, sign, decoration, poster, flag notice or advertisement and not in any event to display or exhibit any signs, posters or advertisement which in the opinion of the Licensor is of a lewd obscene or otherwise offensive nature or otherwise may contravene any laws of Hong Kong (including but not limited to the "Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region).
 20. Not to cause or permit any offensive odours to be produced upon or emanate from the said office and not to cook any food or heat any liquids in the said office.
 21. Not to keep or permit or suffer to be kept any animals or pets inside the said office.
 22. To be responsible for the removal of garbage and refuse from the said office to such refuse collection location as shall be specified by the Licensor from time to time and to use only the type of refuse containers as shall be specified by the Licensor from time to time. The Licensee shall ensure that all refuse containers shall be fully sealed at all times. Notwithstanding the aforesaid, the Licensee shall be responsible at its own expense for the removal and disposal of all its trade commercial and industrial garbage and refuse from such refuse collection location if they are not so collected by Urban Services Department. In the event that the Licensee fails to remove or dispose of such trade commercial and industrial garbage and refuse as aforesaid, the Licensor shall be entitled to remove and dispose of such garbage and refuse at the sole cost properly incurred of the Licensee.
 23. Not to sub-licence or share the said office with any other firm or corporation or in any way part with the possession or any part of the said office.
 24. To indemnify the Licensor against all actions costs claims and demands made upon or against the Licensor in respect of injury to the person or damage to property of any person caused by or through or in any way due to the overflow of water or drainage from the said office or any part thereof.
 25. To indemnify and keep the Licensor fully indemnified from and against all actions proceedings demands costs expenses and claims whatsoever brought or made by the Licensees and occupiers of the other parts of the Building and any third party in respect of any act or liability caused by or arising from the act, neglect or default (irrespective of whether willful or not) of the Licensee or any workmen servants or persons who are permitted by the Licensee in the said office or any part thereof.
 26. To load and unload goods only at such times and through such entrances at such points and by such service lifts (if any) as shall be designated by the Licensor for this purpose from time to time.
 27. In the last three months prior to the expiration of this Agreement to paint, french polish or otherwise treat as the case may be all the inside wood and metal work of the said office in a workmanlike manner and grain varnish and clean the parts of the said office usually grained, varnished and cleaned and to paint in workmanlike manner all walls of the said office to be executed in such colours patterns and materials as the Licensor may require.
 28. At the expiration or sooner determination of this Agreement to deliver up to the Licensor the said office in its original state together with all the Licensor's fixtures and fittings and in such good repair and condition as aforesaid subject to the Licensee making good all damage caused to the said office.
 29. If the whole or any part of the licence fee rates and other monies due under this Licence shall remain unpaid 14 days after they shall have become due then the Licensee shall pay interest at the rate of 5% per month on such licence fee rates and other monies as from the date they become due until they are paid to the Licensor.
 30. In addition and without prejudice to the Licensor's right under this agreement, in the event of the Licensee failing to pay licence fee or committing any breach of this Agreement the Licensor may, and the Licensee hereby specifically authorises the Licensor to, cut off the supply of electricity to the said office and to dispose of all objects including goods merchandise equipment furniture and fixtures in or at the said office in such manner as the Licensor shall deem fit, and any expenses in connection therewith shall be paid by the Licensee and shall be recoverable from it as a debt.
 31. In the event any of the Licensee's employees shall be found guilty of misbehaviour and/or unsatisfactory performance by the Licensor which includes but not limited to inefficiency, rudeness, dishonesty or any conduct in contravention to ethical principles or legal rules then the Licensor shall forthwith serve on the Licensee written complaint and warning of the misbehaviour or unsatisfactory performance of such employees concerned and if the guilty employees shall fail to show improvement in behaviour or performance to the satisfaction of the Licensor within one month after the service of such warning letter the Licensor shall have the right to demand the Licensee to dismiss his guilty employees and non-compliance of the Licensor's demand for dismissal by the Licensee shall be considered a breach of this Agreement and the Licensor shall have the right to terminate this Agreement forthwith.
 32. If the Licence hereby created is terminated in whatsoever manner the Licensee shall have no right whatsoever to claim compensation in any from the Licensor.
 33. Under no circumstances shall the Licensor be under any liability whatsoever to the Licensee his employees agents contractors or invitees for the payment of any compensation arising out of the operation of this Agreement or any clause hereof.
 34. At the expiration or sooner determination of this Agreement hereof if the Licensee shall have paid all licence fee and other charges due hereunder and if there shall be no breach of any of the agreements on the Licensee's part to be observed and performed and the Licensor will within 30 working days after the said office is delivered to the Licensor and after full settlement of utility charges and all outstanding payment in respect of the said office payable by the Licensee whichever is later repay to the Licensee the said deposit paid by the Licensee to the Licensor as a deposit on the signing of this Agreement but without any interest thereon.
 35. To insure and keep insured the said office including the Licensor's property and fixtures (if any) forming part of the said office to the full value thereof to be determined by the Licensor in some reputable insurance office in the joint names of the Licensor and the Licensee against loss or damage by fire, storm, tempest, explosive, aircraft and such other risks as may from time to time be required in writing by the Licensor.
 36. The Licensor shall not be under any liability whatsoever to the Licensee his agents employees contractors or invitees for any damage arising out of any interruption or failure of electricity, water, gas supply to the said office howsoever caused.
 37. The Licensor has the exclusive right to use the common area for commercial or related purpose; to designate, re-designate or convert; to repair, renovate, reinstate or redecorate the same and shall not be liable to the Licensee or his agents for any claims in respect of such usage.
 38. Not to hold the Licensor liable for any damages that the Licensee may suffer as a result of burst of pipes drainage problems overflow of water and/or flooding for whatever causes or as a result of burglary or robbery and to indemnify the Licensor against all claims demands actions and legal proceedings made against the Licensor by any person in respect of any loss damage or injury caused by or through or in any way owing to the overflow of water or the escape of fumes smoke fire or any other substance or thing originating from the said office or to the negligence or default of the Licensee his servants and workmen.
 39. The Licensor shall not be under any liability whatsoever to the Licensee or his agents for any damage arising out of or due to the failure or interruption of air-conditioning supply to the said office howsoever caused nor shall the Licensor be liable for any damages whatsoever to the Licensee or his agents due to the failure of the central air-conditioning system or the air-conditioning system of the said office howsoever caused and the Licensor shall not be liable to abate licence fee in respect thereof.
 40. The Licensee shall indemnify the Licensor against all claims arising out of the actions of their appointed contractors and others similarly employed in the said office in connection with the carrying out of the fitting out work.
 41. The Licensee shall indemnify the Licensor against any proceedings actions claims or demands whatsoever by any person for loss and damage suffered as a result of the carrying out of any fitting out works for the said office due to the default or negligence of the Licensee, his servant agent licensee contractor or sub-contractor.
 42. Stamp duty (if any) payable on this Agreement shall be borne by the Licensor and Licensee in equal shares.
 43. Privacy Data
- The Licensee/Tenant acknowledge and agree that
- (a) The Licensor/Owner may appoint any person as its agent ("debt collection agent") and to collect any or all outstanding rent/licence fee, management fee, utility charges, government rates & other charges in respect of the unit/premises/shop/office owed by the Licensee/Tenant to the Licensor/Owner and the Licensee/Tenant shall be responsible for all costs and expenses which may be incurred by the Licensor/Owner for that purpose on each occasion;
 - (b) The Licensor/Owner shall have the right to disclose to debt collection agency all personal data relating to the Licensee/Tenant and/or this License/Tenancy Agreement and/or outstanding rent/licence fee, management fee, utility charges, government rates & other charges in respect of the unit/premises/shop/office ("the Data") for that purpose on any occasion;
 - (c) The Data may be used and disclosed by the Licensor/Owner for such purposes and to such persons in accordance with the Licensor/Owner's policies on use and disclosure of personal data as set out in statements, circulars, notices, or terms and conditions made available by the Licensor/Owner to Licensee/Tenant from time to time. The Licensee/Tenant agree that the Licensor/Owner may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to the Licensee/Tenant disclose the Data to any non-group company of the Licensor/Owner for marketing purposes and provide Licensor/Owner's or credit references in respect of the Licensee/Tenant.