

DISTRIBUTOR MASTER AGENCY AGREEMENT

THIS AGREEMENT is dated 18 August 2026 (the “Agreement”).

Parties

- (1) **Fulcrum Global Properties Limited**, a limited liability company incorporated and existing under the laws of Hong Kong with company registration number 2217174 and having its registered office address at Unit 1402, 14/F, Lee Garden Two, 28 Yun Ping Road, Causeway Bay, Hong Kong (**Fulcrum**).

- (2) **VISTA HOLDINGS CO LIMITED**, a limited liability company incorporated and existing under the laws of Hong Kong with company registration number HJ247927458 and having its registered office address at 1234 ILLE GARDEN TWO (**Agent**).

VISTA HOLDINGS CO LIMITED Hong Kong HJ247927458 1234 ILLE GARDEN TWO

Each of Fulcrum and Agent may be referred to collectively as the “Parties” and each as a “Party”, as the context may require.

Background

- (A) Fulcrum is the master agent appointed by the respective Developers of the Projects for the sale of the Projects to international buyers and investors.
- (B) Fulcrum wishes to appoint Agent as its sales agent and distributor to promote and solicit prospective buyers for certain available units of the Projects.
- (C) The Parties wish to establish a framework to govern their respective rights and obligations in relation to particular Projects in respect of which Agent will provide the Services to Fulcrum as set out in this Agreement.

The Parties hereby agree as follows:

1 Definitions and Interpretation

- 1.1 Unless the context requires otherwise, the following definitions and rules of interpretation apply in this Agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in Hong Kong.

Charges: the Commission Fee and any other charges or amounts payable by a Party to the other in relation to a Project, as set out in each case in a Project Schedule.

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Claim: a claim, action, demand, damage, loss, liability, cost, charge, expense (including legal costs on a full indemnity basis), outgoing, fine or payment.

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Commission Fee: the commission fee payable by Fulcrum to Agent in relation to a Project, as set out in each case in a Project Schedule.

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Confidential Information: information consisting of the terms of this Agreement, designs, drawings, record, listings, forms, sale materials, sale kits, presentation manuals, training materials, promotional circulars, all documents or materials relating to or owned by a Party whether in a tangible or intangible form and which pertain in any manner to subjects which include but are not limited to a Party's business operations, systems, procedures, financial information, identity of a Party's customers or prospective customers, or documents or any information which has been told or marked as confidential.

[illegible]

Deposit: the deposit payment payable by a purchaser to the Developer upon the execution of the Purchaser SPA for purchasing a unit at a Project, the amount and payment timing of which is specified in the relevant Project Schedule.

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Derivatives: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws.

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Developer: the developer or seller (as applicable) of units of the respective Projects.

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Discloser: has the meaning set out in Clause 11.1.

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Effective Date: 18 August 2026.

□□□□□«Commencement Date»□

Personnel: means a Party's officers, employees, secondees, agents, consultants, contractors and subcontractors.

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Project: a real estate project owned or developed or to be developed by the Developer and agreed by the Parties in accordance with Clause 4, in relation to which Agent will provide the Services to Fulcrum in accordance with this Agreement, as further described in a particular Project Schedule.

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Project Schedule: a document specifying particulars and terms in relation to a particular Project and which refers explicitly to this Agreement, the form of which is

attached as Schedule 1.

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Project Service Period: subject to earlier termination in accordance with this Agreement, in relation to a particular Project, the period for the provision of Services by Agent as set out in the relevant Project Schedule.

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Purchaser SPA: the standard form reservation agreement (if applicable) or sale and purchase agreement to be entered into between the Developer and the purchaser who is promoted or solicited by Agent.

[illegible]

Recipient: has the meaning set out in Clause 11.1.

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Services: the marketing, promotion and solicitation of purchasers for the sale of condominium units and/or houses of the Project(s), and such other services as may be set out and agreed in the Project Schedule for the relevant Project.

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Taxes: all taxes, levies, rates, charges, imposts of any kind whatsoever, including value-added tax and withholding tax.

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Territory: the territory or territories where Agent is appointed by Fulcrum to procure purchasers in relation to a Project, as set out in each case in a Project Schedule.

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- 1.2 The Schedules form part of this Agreement. Any reference to this Agreement includes the Schedules.

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- 1.3 In this Agreement, unless the context otherwise requires, any reference to:

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- (a) any document (including this Agreement and any Project Schedule) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time;

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- (b) a Clause or Schedule is a reference to a clause of or a schedule to this Agreement;

[illegible]

- (c) a person includes an individual, a body corporate, a partnership, any other unincorporated body or association of persons and any state or state agency; and

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- (d) an enactment includes that enactment as it may be amended, replaced or re-enacted at any time, whether before or after the date of this Agreement and any subordinate legislation made under it.

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- 1.4 In this Agreement, unless the context requires otherwise:

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- (a) words in the singular shall include the plural and in the plural shall include the singular;
 單數名詞包括複數名詞，複數名詞包括單數名詞；
- (b) words importing a gender include every gender; and
 包括所有性別；
- (c) the words “other”, “including” and “in particular” do not limit the generality of any preceding words and are not to be interpreted as being limited to the same class as the preceding words where a wider construction is possible.
 “其他”、“包括”及“尤其”等字不應限制前述字詞之廣泛性，且不應被解釋為僅限於與前述字詞相同之類別，當有更廣泛之構句可能時。

1.5 A reference to writing or written includes fax and e-mail.
 “書寫”或“書面”包括傳真及電子郵件。

2 Purpose and Scope 目的及範圍

2.1 This Agreement establishes the general terms and conditions to which the Parties have agreed with respect to the provision of Services by Agent to Fulcrum. The Services may comprise one or more of the following arrangements, which will be indicated in the Project Schedule for a Project:
 本協議訂立了關於代理人向樞紐提供服務之一般條款及條件。服務可能包括以下之一或多項安排，該等安排將在項目之項目進度表中予以指明：

- (a) *Agency*: promotion and introduction of purchasers for a Project in the Territory by Agent.
 代理：由代理人在該管轄區域內為項目推廣及介紹買家。
 代理：代理人將為項目在該管轄區域內推廣及介紹買家。
- (b) *Undertaking*: similar to Agency, but with additional performance target element for Agent and payment of commitment fee by Agent to Fulcrum as security for its sales performance.
 擔保：類似於代理，但代理人將有額外之績效目標元素，且代理人將向樞紐支付承諾費作為其銷售業績之擔保。
 擔保：代理人將為項目在該管轄區域內推廣及介紹買家，並有額外之績效目標元素，且代理人將向樞紐支付承諾費作為其銷售業績之擔保。
- (c) *Underwriting*: the entry into underwriting agreement(s) by Agent (or its affiliate) with Fulcrum or the Developer to purchase units of a Project in bulk.
 承購：代理人（或其附屬公司）與樞紐或開發商訂立承購協議，以承購項目之單位。
 承購：代理人（或其附屬公司）將與樞紐或開發商訂立承購協議，以承購項目之單位。

2.2 Notwithstanding Agent’s appointment hereby, it does not preclude Agent from working alongside and/or together with other source of referral in securing the sales of the units of the Projects in the Territory. In this regard, Fulcrum shall not in any way be made liable for such co-brokering commission, referral and other like charges fee resulting from Agent working alongside and/or together with other sources of referral in procuring sales of the such units.
 儘管代理人特此受聘，但並不排除代理人在該管轄區域內與項目之單位銷售工作時，可與任何其他之轉介來源共同或一併工作。就此而言，樞紐將不會以任何方式對因代理人與任何其他之轉介來源共同或一併工作而產生之佣金、轉介及其他類似費用負責。
 儘管代理人特此受聘，但並不排除代理人在該管轄區域內與項目之單位銷售工作時，可與任何其他之轉介來源共同或一併工作。就此而言，樞紐將不會以任何方式對因代理人與任何其他之轉介來源共同或一併工作而產生之佣金、轉介及其他類似費用負責。

2.3 If the Services for a Project are to be provided:

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- (a) by an affiliate of Agent and such affiliate is the contracting party of the corresponding Project Schedule, then in relation to that Project, such affiliate shall adhere to and be bound of the terms of this Agreement as if it were Agent under this Agreement; and/or

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- (b) to an affiliate of Fulcrum and such affiliate is the contracting party of the corresponding Project Schedule, then in relation to that Project, such affiliate shall adhere to and be bound of the terms of this Agreement as if it were Fulcrum under this Agreement.

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- 2.4 To the extent any terms and conditions of this Agreement conflict with the terms and conditions of a Project Schedule, the terms and conditions of the Project Schedule shall control.

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3 Commencement and Duration

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- 3.1 The term of this Agreement shall begin on the Effective Date and continue until the later of 12 months and the expiration or termination of all Project Schedules, unless terminated earlier in accordance with this Agreement.

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- 3.2 The term of this Agreement may be further extended by mutual agreement of Agent and Fulcrum.

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4 Projects

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- 4.1 The Parties agree that the terms of this Agreement shall apply when Fulcrum wishes to propose a Project to Agent.

- #### 4.2 In order to formalise a proposal into a Project:

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- (a) Fulcrum may submit a draft Project Schedule to Agent. Such document shall be based substantially on the template Project Schedule set out in Schedule 1, but it may include additional matters or exclude matters contained in the template that are not relevant to the particular Project; and

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- (b) each Party may sign the Project Schedule or decline to do so. A Project Schedule shall not have operative effect under this Agreement unless it is signed by the respective director or authorised signatory(ies) of Fulcrum and Agent. A Project Schedule shall become part of this Agreement once duly signed by the relevant signatories of each Party.

- (e) assist Fulcrum to cultivate and establish the reputation of Fulcrum and the Developer in the Territory effectively and efficiently in the long term and shall also use its best endeavours to serve and protect their reputation by providing professional services to customers while prospecting for them before, during, and after the sale;
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- (f) ensure that the Services it provides conform with descriptions and specifications (if any) set out in the applicable Project Schedule;
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- (g) if on Fulcrum's or the Developer's premises, comply with Fulcrum's or the Developer's (as applicable) health and safety and site regulations made known to it;
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- (h) except with the prior written consent of Fulcrum, it shall not, and shall procure that its sub-agents (if any) shall not, directly or indirectly, whether in the capacity of agent, sub-agent, contractor or otherwise, introduce, promote and market to prospective purchasers any units that are under a Project Schedule for any other person other than Fulcrum.
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6.2 Agent shall ensure that it uses Personnel in performing its obligations under a Project Schedule who are suitably qualified and experienced.

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6.3 Agent shall not be entitled to enter into any negotiations or contracts for the sale of the Project units with any purchasers on behalf of Fulcrum or to bind Fulcrum in any way.

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6.4 Agent shall provide all information including the name, address, email address, mobile number and such other contact details of each prospective purchaser as may be required by Fulcrum to register such prospective purchaser into Fulcrum's system. If Agent does not do so, Agent shall not be entitled to receive the Commission Fee in respect of the purchase of unit(s) of the Project(s) by any such prospective purchaser.

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7 Sales and Marketing Activities

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7.1 In respect of each Project, Agent agrees to the following:

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- (a) Agent shall assist in managing and communicating with all the sub-agents introduced by it to Fulcrum. Agent shall provide a list of its sub-agents for the Project and any agreement signed between Agent and such sub-agents to Fulcrum upon request.

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- (b) Agent shall obtain written approval from Fulcrum prior to conducting any specific marketing events, campaigns, marketing and promotional exhibitions or seminar for the Project. If Fulcrum approves of any such events, Agent shall bear all costs and expenses incurred by such events unless otherwise agreed to by Fulcrum in writing in advance.
 代理人應在進行任何具體的市場推廣活動、廣告、市場推廣和促銷展覽或研討會之前，獲得Fulcrum的書面批准。如果Fulcrum批准了任何此類活動，代理人應承擔所有由此類活動產生的成本和開支，除非Fulcrum在書面中另有約定。
- (c) Agent may bring prospective purchasers of the units to attend marketing events, campaigns, marketing and promotional exhibitions or seminar organized by Fulcrum, provided that prior to attending any such event: (i) the information of such prospective purchasers have been registered in Fulcrum's system through Agent in accordance with Clause 6.4 and (ii) Fulcrum has confirmed the registration to attend by such prospective purchasers. Failure to do so would entitle Fulcrum to deem any such prospective purchasers who purchase any units not to be purchasers introduced by Agent.
 代理人可帶 prospective purchasers 參加由Fulcrum組織的市場推廣活動、廣告、市場推廣和促銷展覽或研討會，前提是參加任何此類活動之前：(i) 該等 prospective purchasers 的信息已根據第6.4條通過代理人在Fulcrum的系統中註冊；(ii) Fulcrum已確認該等 prospective purchasers 的註冊。如果未能做到這一點，Fulcrum有權認為任何購買任何單位的 prospective purchasers 並非由代理人介紹的購買者。
- (d) Agent shall, at its own cost and expense, be responsible for obtaining all licenses, permits and approvals that are necessary or advisable for the sale of the units in the Territory and for the performance of its duties under this Agreement.
 代理人應在其自身成本和開支下，負責獲得在該地區銷售單位以及履行其在本協議下義務所需的所有許可、執照和批准。
- (e) Agent shall not use any promotional or selling materials in relation to the units or the Project except those supplied or approved in writing by Fulcrum.
 代理人不得在與單位或項目有關的任何促銷或銷售材料，除非這些材料是由Fulcrum提供或書面批准的。
- (f) Unless with the prior written consent of Fulcrum, Agent shall not directly or indirectly offer or provide to any prospective purchasers of the units any discount to the list price of the units as provided by Fulcrum whether in the form of rebate, gift, cash or otherwise.
 除非事先獲得Fulcrum的書面同意，否則代理人不得直接或間接向任何單位的 prospective purchasers 提供低於Fulcrum提供的單位列表價格的任何折扣，無論是折讓、禮品、現金或其他形式。
- (g) Agent shall not engage in any conduct which in the opinion of Fulcrum is prejudicial or harmful to the reputation of the marketing and sale of the units, the Project, Fulcrum or the Developer, and shall cease engaging in any such conduct immediately upon receiving Fulcrum's written notification.
 代理人不得從事任何在Fulcrum看來對單位的市場推廣和銷售聲譽、項目、Fulcrum或開發商有害或損害的行為，並應在收到Fulcrum的書面通知後立即停止任何此類行為。
- (h) Agent shall not make or give any promises, warranties, representations or guarantees concerning the units other than those contained in Fulcrum's marketing materials or booking form. Agent shall fully indemnify Fulcrum against all losses, which may be suffered, and all liabilities, which may be incurred by Fulcrum as a result of the breach by the Agent of this clause.
 代理人不得就單位作出任何承諾、擔保、陳述或保證，除非這些內容包含在Fulcrum的市場推廣材料或預訂表中。代理人應充分賠償Fulcrum因違反本條而遭受的所有損失和承擔的所有負債。

- (i) Agent shall ensure that all of its sub-agents and subcontractors who perform services in connection with this Agreement do so only on the basis of a written contract which imposes on such persons terms and standards at least equivalent to those imposed on Agent in this Agreement; and Agent shall be responsible for the observance and performance by such persons of such terms and standards, and shall be directly liable to Fulcrum for any breach by such persons of any of such terms and standards.

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- (j) Agent shall not, without prior written agreement from Fulcrum, receive any money from any purchaser of the unit(s) on behalf of Fulcrum.

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- 7.2 Agent undertakes that unless with the prior written consent of Fulcrum it shall not directly or indirectly by-pass, compete with, avoid, circumvent, or attempt to circumvent Fulcrum in relation to any commercial activity with the respective Developer of the Projects (or any of their affiliates). This Clause 7.2 shall remain in force during the term of this Agreement and for a period of 6 months following the termination or expiration of this Agreement.

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8 Commission Fee

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- 8.1 In consideration of the provision of Services by Agent under this Agreement, Fulcrum agrees to pay Commission Fee to Agent for the sale of each unit at the Projects to purchasers introduced, procured and/or promoted by Agent at the rates specified in the corresponding Project Schedule of each Project.

- 8.2 The Commission Fee is inclusive of all Taxes and all costs and expenses incurred by Agent and no further amounts are payable by Fulcrum unless otherwise agreed in writing by Fulcrum. As a condition to receipt of any reimbursement of expenses that may be agreed by Fulcrum, Agent shall be required to submit to Fulcrum reasonable evidence that the amount involved was both reasonable and necessary to the services provided by Agent under this Agreement.

9 Invoicing and payment

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- 9.1 If a Project Schedule provides that a Party will pay the other Party any Charges in relation to a Project, the other Party may issue invoices for such Charges in accordance with Clause 9 and the payment terms as set out in the Project Schedule.

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- 9.2 Agent shall invoice Fulcrum for the Commission Fee (a) in Thai Baht for Projects based in Thailand and (b) in Pounds Sterling for Projects based in the United Kingdom. The cut off submission date of invoices issued by Agent is the 15th of each calendar month and any invoices received after the cut off submission date will only be processed based on the following cut off submission date from which the invoice was received.

๑๕ วันก่อนวันครบกำหนดการชำระเงินของเดือนถัดไป

- 9.3 Agent shall assist in the collection of the Deposit payable by the purchaser in all sales transactions of the Projects made with purchasers introduced by Agent.

๑๕ วันก่อนวันครบกำหนดการชำระเงินของเดือนถัดไป

- 9.4 Subject to Clauses 9.5 and 10, Fulcrum will pay any correctly rendered undisputed invoice issued by Agent for Commission Fee (a) for Projects based in Thailand, in the currency of Hong Kong dollars or United States dollars at Fulcrum's election; and (b) for Projects based in the United Kingdom, in the currency of Pounds Sterling, in each case at the exchange rate used by the Developer to settle its payment of Fulcrum's commission for the relevant units, within 30 days from the relevant cut off submission date of that invoice to Agent's designated bank account by means of telegraphic transfer. Each Party shall bear their own bank fees in relation to any such telegraphic transfer.

๑๕ วันก่อนวันครบกำหนดการชำระเงินของเดือนถัดไป 30 วัน, ๑๕ วันก่อนวันครบกำหนดการชำระเงินของเดือนถัดไป (a) ๑๕ วันก่อนวันครบกำหนดการชำระเงินของเดือนถัดไป; (b) ๑๕ วันก่อนวันครบกำหนดการชำระเงินของเดือนถัดไป

- 9.5 An invoice is correctly rendered if:

๑๕ วันก่อนวันครบกำหนดการชำระเงินของเดือนถัดไป

- (a) the amount claimed in the invoice is due for payment in accordance with Clause 9.1;
๑๕ วันก่อนวันครบกำหนดการชำระเงินของเดือนถัดไป
- (b) it is accompanied by verifying documentation, if required by Fulcrum; and
๑๕ วันก่อนวันครบกำหนดการชำระเงินของเดือนถัดไป
- (c) AGENT has complied with its obligations under this Agreement as at the date of the invoice.
๑๕ วันก่อนวันครบกำหนดการชำระเงินของเดือนถัดไป

- 9.6 If any part of any invoice is found to have been rendered incorrectly after payment has been made by Fulcrum, then to the extent that it has been incorrectly rendered, any underpayment or overpayment will be recoverable by or from Agent, as the case may be.

๑๕ วันก่อนวันครบกำหนดการชำระเงินของเดือนถัดไป

- 9.7 Without limiting recourse to other available means, any overpayments by Fulcrum may be offset against any amount subsequently due by Fulcrum to Agent.

๑๕ วันก่อนวันครบกำหนดการชำระเงินของเดือนถัดไป

10 Disputed invoices

๑๕ วันก่อนวันครบกำหนดการชำระเงินของเดือนถัดไป

- 10.1 If Fulcrum disputes the amount of any invoice, Fulcrum may, on written notice to Agent, withhold or suspend payment of any disputed part of the invoice until the dispute is resolved.

๑๕ วันก่อนวันครบกำหนดการชำระเงินของเดือนถัดไป

10.2 Agent must continue to perform Agent's obligations under this Agreement in the event of a dispute about an invoice, while that dispute is resolved.
 代理人必須繼續履行其在本協議下的義務，直至有關發票的爭端得到解決。

10.3 Fulcrum must:
 代理人必須：

- (a) pay any non-disputed amounts in accordance with Clause 9; and
 根據第9條支付任何無爭議金額；並
- (b) promptly pay any disputed amounts that are subsequently found to be correctly payable.
 及時支付任何隨後被發現應正確支付的金額。

11 Confidentiality 保密

11.1 Each Party agrees to keep the Confidential Information confidential and shall use only it for the purposes of this Agreement in relation to a Project. Each Party may disclose the Confidential Information to its employees or representatives on a need to know basis for the purposes of this Agreement and only where such persons are under appropriate non-disclosure obligations. The confidentiality obligation under this clause does not apply to Confidential Information which (a) becomes public information that is not caused by a violation of this Agreement, (b) the Parties agree in writing that such information is not confidential, (c) was lawfully in the possession of the receiving Party before the information was disclosed to it by the disclosing Party, (d) was independently developed by the receiving Party or its representatives without violating this Agreement, or (e) is required to be disclosed by applicable law or by court order.
 每一方均同意保密其在本協議下所獲悉的「機密資料」，並僅為履行其在本協議下的義務之目的而使用該等機密資料。每一方可向其僱員或代表披露機密資料，但僅在該等人員有適當的不披露義務且披露之目的為履行其在本協議下的義務時方可披露。本條下的保密義務並不適用於機密資料，若該等機密資料(a) 成為非公開發布的信息，且並非因違反本協議所致；(b) 經雙方書面同意該等資料並非機密資料；(c) 在披露方披露該等資料前，該等資料已合法地為接收方所擁有；(d) 由接收方或其代表在不違反本協議的情況下獨立開發；或(e) 適用法律或法院命令要求披露。

11.2 On termination of this Agreement, unless such things are needed by it to perform its obligations under a Project (and only until the end of such time), each Party shall, upon the request of the other Party, destroy or return to the relevant Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information.
 在本協議終止時，除非其為履行其在項目下的義務而需要（且僅在該等時間內），每一方應應另一方的請求，銷燬或將所有包含、反映、 incorporated 或基於另一方的機密資料的文件和材料（以及任何副本）交還給相關方。

11.3 Except as expressly stated in this Agreement, no Party makes any express or implied warranty or representation concerning its Confidential Information.
 除本協議中另有明確規定外，任何一方均不就其機密資料作出任何明示或默示的保證或陳述。

- 11.4 All Confidential Information and Derivatives thereof, whether created by Fulcrum (or its affiliates) or Agent (or Agent's Personnel), shall remain the property of Fulcrum or its affiliates (as the case may be) and no license or other right to the Confidential Information or the Derivatives is granted or implied hereby. Agent hereby (and shall procure its Personnel to) assign all of Agent's or its Personnel' rights, title in interest and interest in and to the Derivatives to Fulcrum. All materials (including, without limitation, all written material, memorandum, notes, copies, excerpts and other writings or recordings whatsoever) furnished to Agent or its Personnel by Fulcrum, its affiliates or their Personnel shall remain the property of Fulcrum or its affiliates (as the case may be).

[illegible]

12 Indemnity

11

- 12.1 Agent shall indemnify Fulcrum and its officers, employees and agents (**Indemnified Parties**) from and against any Claim which any of the Indemnified Parties pays, suffers, incurs or is liable for arising out of or in connection with:

□ □

- [illegible]

to the extent caused or contributed to by any act or omission of Agent or its Personnel.

[illegible]

13 Termination of a Project

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- 13.1 The grounds and procedures for terminating this Agreement as a whole specified in Clause 14.1 apply *mutatis mutandis* to a Project Schedule, and either Party to a Project Schedule may terminate it in accordance with such clause.

[illegible]

- 13.2 Termination of a Project Schedule in accordance with this Clause shall have the effect that:

□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □

- (a) the terminated Project Schedule shall be severed from the Agreement, which shall otherwise remain in full force and effect; and
 [REDACTED]; [REDACTED]
- (b) the provisions of Clauses 14.2, 14.3 and 14.5 shall otherwise apply *mutatis mutandis* in relation to the Project Schedule.
 [REDACTED] 14.2 [REDACTED] 14.3 [REDACTED] 14.5 [REDACTED]

14 Termination of this Agreement

□□□□□

14.1 Without affecting any other right or remedy available to it, Fulcrum may terminate this Agreement with immediate effect by giving written notice to Agent if:

[illegible]

- (a) Agent commits a breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 14
- (b) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Agent (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of Agent with one or more other companies or the solvent reconstruction of Agent;
 ()
- (c) Agent suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 ()
- (d) Agent does anything that materially damages or is likely to materially damage the brand or reputation of Fulcrum or the Developer; or
 ()
- (e) Agent or any of its Personnel commit any act of fraud or dishonesty in relation to this Agreement.
 ()

14.2 Upon Fulcrum serving a written notice to Agent to exercise its right of termination under Clause 14.1:

□□□□□□□□ 14.1 □□□□□□□□

- (a) Agent shall within 30 days send to Fulcrum, or otherwise dispose of in accordance with Fulcrum's direction, all advertising, promotional or sales material relating to the Projects;
 代理人應於 30 日內將所有與項目有關之廣告、促銷或銷售材料送交 Fulcrum，或按其指示處置；
- (b) Agent shall cease the promotion, marketing, advertising, or soliciting purchaser for the Projects; and
 代理人應停止為項目之推廣、市場營銷、廣告或招攬買家；
- (c) Agent shall have no right to claim against Fulcrum for any compensation due to the loss of agency right, goodwill or any other similar loss except for any outstanding Commission Fee properly earned and due to Agent up to the effective date of the termination.
 代理人不得就其因失去代理權、商譽或其他類似損失而向 Fulcrum 提出任何賠償要求，惟其應得之佣金除外，該佣金須於終止生效日期前已獲 Fulcrum 支付。

- 14.3 Agent may terminate this Agreement immediately upon written notice to Fulcrum if Fulcrum commits a material breach of an obligation of this Agreement and does not remedy that breach within 14 days of receipt of a notice from Agent specifying the breach and requiring the breach to be remedied.

14.3 代理人可立即向Fulcrum發出書面通知，終止此協議，如果Fulcrum違反協議項下之義務，且Fulcrum在收到代理人通知後14天內，並未對該等違反行為作出補救，而通知中亦指明該等違反行為，並要求Fulcrum作出補救。

- 14.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement, which existed at or before the date of termination or expiry.

14.4 協議之終止或屆滿，概不影響任何一方向另一方所應負之權利、補救、義務或負債，包括在協議終止或屆滿前，就任何違反此協議之行為，而該等違反行為在協議終止或屆滿前已存在。

- 14.5 Clauses 7.2, 11, 12, 13, 14 and 15 shall survive the termination or expiry of this Agreement.

14.5 協議之終止或屆滿，並不影響協議第7.2、11、12、13、14及15條之效力。

15 Miscellaneous

15 miscellaneous

15.1 *Inadequacy of damages*

15.1 損害賠償不足

Without prejudice to any other rights or remedies that either Party may have, both Parties acknowledge and agree that damages alone may not be an adequate remedy for any breach of the terms of this Agreement by the other Party. Accordingly, both Parties shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

在不損害任何一方可能擁有的任何其他權利或補救措施的前提下，雙方承認並同意，僅就損害賠償可能不足以成為任何一方違反協議條款之適當補救。因此，雙方均應有權就任何威脅或實際違反協議條款之行為，尋求禁制令、特定履行或其他衡平補救。

15.2 *Notices*

15.2 通知

- (a) All notices required or permitted by this Agreement shall be in writing and in the English language and shall be sent to the recipient at its address specified below, or as otherwise directed by the recipient by notice given in accordance with this clause:

所有根據或根據此協議規定之通知，均須以書面及英文發出，並須寄往下列指定之收件人地址，或如收件人另行通知，則按該通知之指示發出：

- (i) To Fulcrum:

致Fulcrum:

Address: Unit 1402, 14/F, Lee Garden Two, 28 Yun Ping Road, Causeway Bay,
香港

Hong Kong

Attention: Mr. Timothy Wu

注意:

Email: timothy.wu@fulcrumglobalproperties.com

電郵:

(ii) To Agent: VISTA HOLDINGS CO LIMITED
地址:

Address: 1234 ILLE GARDEN TWO
地址

Attention: TAI MAN CHAN
姓名:

Email: taimanchan@gmail.com
电邮:

- (b) Notices shall be delivered by hand or sent by registered post, courier or by email. If delivered by hand or sent by courier, notice will be deemed given on the date of receipt, if sent by email, on the sending date, and if sent by registered post, five (5) days after being posted.
通知應以手送或經註冊郵政、快遞或電郵方式送達。如以手送或經快遞方式送達，通知應於收妥日期視為已送達；如以電郵方式送達，通知應於送達日期視為已送達；如以註冊郵政方式送達，通知應於寄出後五(5)日視為已送達。

15.3 Remedies
補救

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
除本協議中另有明文規定外，根據本協議提供的權利和補救措施是附加於，而非排他於，任何法律提供的權利或補救措施。

15.4 Set-off
抵銷

Fulcrum may by notice in writing to Agent reduce any Commission Fees or other charges or costs payable to Agent under this Agreement by any fee, credit, rebate or other amount which is payable to Fulcrum under or in connection with this Agreement.
Fulcrum 可藉書面通知代理商，將根據本協議應付予代理商的任何佣金、費用或其他收費或成本，減去任何應付予 Fulcrum 的費用、信貸、回扣或其他款項。

15.5 Assignment and other dealings
轉讓及其他交易

Agent shall not assign or novate any of its rights or obligations under this Agreement without Fulcrum’s prior written consent. Fulcrum may assign or novate any of its rights or obligations under this Agreement to another party without the consent of Agent.
代理商不得在未經 Fulcrum 事先書面同意下，將根據本協議的任何權利或義務轉讓或更新予另一方。Fulcrum 可將根據本協議的任何權利或義務轉讓或更新予另一方，而無需取得代理商的同意。

15.6 Variation
修訂

- (a) No variation of this Agreement shall be effective unless it is in writing and signed by Agent and Fulcrum (or their authorised representatives).
任何對本協議的修訂，除非以書面形式作出並經代理商及 Fulcrum（或其獲授權代表）簽署，否則無效。

- (b) Any variation of this Agreement agreed by Agent and Fulcrum in accordance with Clause 15.6(a) shall be deemed to apply to all future Project Schedules entered into after the date of such variation, but shall not apply to Project Schedules already in force at that date unless such variation specifically so provides.

15.6(a) $\frac{1}{2} \int_0^1 \frac{1}{x^2} dx$

15.7 Waiver



No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

[illegible]

15.8 Entire agreement

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This Agreement (including the Project Schedules) constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

[illegible]

15.9 *No partnership or agency*

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

[illegible]

15.10 Counterparts

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This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

[illegible]

15.11 *Language*



If this Agreement is provided in English and Chinese, in the event there is any contradictory on the interpretation between the English language and the Chinese language in this Agreement, the English language shall prevail.

[illegible]

EXECUTION PAGE

□□□□

IN WITNESS WHEREOF, the undersigned, duly authorized to do so, have executed this Agreement as of the date first above written.

[illegible]

FULCRUM

Signed for and on behalf of

Fulcrum Global Properties Limited:

[illegible]

Name: Wu Shuo Ting

Title: Authorised Signatory

□□□□□□

□□□□□□□

AGENT

11

Signed for and on behalf of

VISTA HOLDINGS CO LIMITED:

□□□□□□:

Name: VISTA HOLDINGS CO LIMITED

Title: Authorised Signatory

000TAI MAN CHAN

□□□□□□□□