

LICENSE AGREEMENT

Specific Terms

Licensor	BLOSSOM FORTUNE LIMITED
Business Registration Number of Licensor	66738720-000-10-20-7
Address of Licensor	Unit04, 38/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong
Licensee Name	CHAN SIU MING 陳小明
Licensee's Hong Kong Identity Card Number	Z123456(7)
Space	Bed Space II of Room 3 (Room type : Twin Room), Flat C, 02/F, Hai Kwang Mansion "YOOFHILL", 71-77 Hill Road, Hong Kong
Start Date (DD/MM/YY)	16/08/22
End Date (DD/MM/YY)	31/07/23
License Fee	HKD74,400
Security Deposit	HKD18,600
Utilities Deposit	HKD3,600
Payment Schedule (DD/MM/YY)	<p>(1) Security Deposit of HKD18,600 shall be paid in full on or before 10/04/22.</p> <p>(2) License Fee shall be paid in the following manner: HKD37,200 on or before 06/08/22; HKD37,200 on or before 15/12/22.</p> <p>(3) Utilities Deposit shall be paid in the following manner: HKD1,800 on or before 06/08/22; HKD1,800 on or before 15/12/22.</p>
Notes	

This Agreement, including the Specific Terms and General Terms will be effective when signed by both parties. In the event of any conflict between the Specific Terms and General Terms, the Specific Terms shall prevail.

Licensor (By its authorized signatory Eve Sze)	Licensee: CHAN SIU MING 陳小明
Contact information	Contact information
Telephone no.: +852 5228 5445	Telephone no.: +852 12345678
Email address: eve.sze@ydotx.com	Email address: chansiuming@gmail.com
Sign date: 08/04/22	Sign date: 08/04/22

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General Terms

一般條款

1. In the Agreement, the following definitions shall apply:-
以下定義適用於本協議中： -
 - 1.1 “Agreement” means collectively the Specific Terms, the General Terms and the Appendices;
“本協議” 特定條款、一般條款及附件的組合；
 - 1.2 “Building” means the building in which the Space is located;
“該大廈” 指該空間所位於的大廈；
 - 1.3 “End Date” has the meaning specified in Specific Terms;
“終止日” 具有特定條款中指定的含義；
 - 1.4 “Handover Date” means the date of the Licensee vacating the Space (including removing his/her belongings from the Space);
“該移交日期” 指許可持有人交回該空間（包括將其物品從該空間中移走）之日；
 - 1.5 “License Fee” has the meaning specified in Specific Terms;
“該許可費用” 具有特定條款中指定的含義；
 - 1.6 “Rules” means House Rules of the Building set out in Appendix 2
“該規則” 指本協議附件 2 所列出的該大廈管理規則；
 - 1.7 “Security Deposit” has the meaning specified in Specific Terms;
“該擔保按金” 具有特定條款中指定的含義；
 - 1.8 “Shared Facilities” means kitchen, living area and toilet facilities adjacent to the Space;
“該共用設施” 指該空間相鄰的廚房、客廳及洗手間；
 - 1.9 “Space” has the meaning specified in Specific Terms;
“該空間” 具有特定條款中指定的含義；
 - 1.10 “Specific Terms” means the specific terms set out on the front page of this Agreement;
“特定條款” 指特定條款在本協議首頁所列出的特定條款；
 - 1.11 “Start Date” has the meaning specified in Specific Terms;
“開始日” 具有特定條款中指定的含義；
 - 1.12 “Payment Schedule” has the meaning specified in the Specific Terms;
“付款時間表” 具有特定條款中指定的含義。

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- 1.13 “Term” means a period commencing on Start Date and ending on End Date; and
“該使用期”指從開始日起至終止日止；及
- 1.14 “Utilities Deposit” has the meaning specified in Specific Terms.
“該公共費用預繳金”具有特定條款中指定的含義。
2. Subject to the terms of this Agreement, the Licensor shall grant to the Licensee a non-exclusive license to use the Space for the Term. For the purpose of identification only, the Space is shown coloured Pink and the Shared Facilities are shown coloured Yellow on the plan annexed to the Agreement as Appendix 1 .
按本協議的條款，許可人授予該可持有人在該使用期內非獨家使用該空間。僅作識別用途，該空間在本協議的附件 1 的平面圖上塗上粉紅色，而該共用設施亦在該平面圖上塗上黃色。
3. The Space can only be used by the Licensee for his/ her own accommodation. The Shared Facilities can only be used by the Licensee for their designated purposes (e.g. kitchen for cooking). Visitors of the Licensee cannot stay in the Space and/or the Shared Facilities from 23:00 to 08:00 of the next day.
許可持有人只可將該空間作其個人住宿之用。許可持有人只可按該共用設施的指定目的使用該共用設施(舉例說，廚房作煮食之用)。許可持有人的訪客不能在該空間及/或該共用設施逗留（23:00 至次日 08:00）。
4. The Licensor shall procure the provision of internet service, water, gas, electricity to the Space and the Shared Facilities and weekly cleaning service to the Shared Facilities. The Licensor shall not be liable for any interruption or suspension of such service not due to its own default.
許可人會促使互聯網服務、水、電、煤氣的供應予該空間及該共用設施及每周提供該共用設施的清潔服務。許可人不須就任何非因許可人的錯失而引致的服務中斷或暫停負責。
5. The License Fee shall not be refunded in any circumstances.
該許可費用在任何情況下都不能退還。
6. The Licensee shall pay to the Licensor the Security Deposit as security for the Licensee’s due observance and performance of this Agreement.
許可持有人須支付予許可人該擔保按金用以保證許可持有人遵守及履行本協議。
7. The Licensee shall pay to the Licensor the Utilities Deposit to cover the Licensee’s share of the charges for gas, water and electricity of the Flat during the Term. If the Utilities Deposit exceeds

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the Licensee's share of the actual accumulated charges on the Handover Date, the balance shall be refunded to the Licensee within 25 working days after the Handover Date. If the Utilities Deposit is not sufficient to cover the Licensee's share of the actual accumulated charges, the shortfall will be deducted from the Security Deposit.

許可持有人須支付予許可人該公共費用預繳金，用以繳付許可持有人於該使用期內使用該單位的共用煤氣費、水費及電費的份額。如果該公共費用預繳金在該移交日期超過許可持有人實際累積費用的份額，則餘額將在該移交日期後 25 個工作天內退還給許可持有人。如果該公共費用預繳金不足以支付許可持有人實際累積費用的份額，則欠款將從該擔保按金中扣除。

8. The Licensee shall make payments in accordance with the Payment Schedule.

許可持有人須按付款時間表付款。

9. All the payments to be made by the Licensee to the Licensor under the Agreement shall be paid into the following bank account :-

Bank Name: Bank of China (Hong Kong) Limited

Account Holder: Blossom Fortune Limited

Account Number: 012-351-1-026227-1

SWIFT Code: BKCHHKHH

Account Type: HKD Saving Account

Bank Address: 774 Nathan Road, Kowloon, Hong Kong

** Please add the Licensee's full name and the Agreement Number in the remark in the bank transfer record (if any).

許可持有人根據本協議向許可人支付的所有款項，須存入以下的銀行帳戶： -

銀行名稱：中國銀行（香港）有限公司

帳戶持有人：博濠有限公司

帳戶號碼：012-351-1-026227-1

SWIFT 代碼：BKCHHKHH

賬戶類型：港元儲蓄賬戶

銀行地址：香港九龍彌敦道 774 號

** 請在銀行轉賬記錄的備註中添加許可持有人的全名和本協議編號（如有）。

10. The Licensee may commence to use the Space and the Shared Facilities when payment are made

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in full according to the Payment Schedule.

許可持有人按付款時間表清付所有款項後可啟用該空間及該共用設施。

11. The Licensee shall pay to the Licensor interest on any overdue amount at the rate of 2% per month. 許可持有人須自任何應付未付款項的到期日起至實際付款之日支付予許可人逾期金額利息，按每月 2% 的利率計算。

12. The Licensor has the right to immediately deny the Licensee's access to the Space and the Shared Facilities and the Building if any terms of the Agreement or the Rules is breached. Furthermore, the Licensor may, at its option and without affecting any other remedies available to it under law, terminate the Agreement by notice whereupon the license for the Licensee to use the Space and Shared Facilities shall cease immediately.

若許可持有人違反本協議或該規則的任何條款，許可人有權立即拒絕許可持有人進入該空間、該共用設施及該大廈。另外，許可人可以在不影響法律附予它的任何其他補救方法的前提下，選擇以出具通知終止本協議，而授予許可持有人使用該空間及該共用設施的許可會立即終止。

13. The Licensor may, but is not obliged to, use the Security Deposit or any part thereof to settle all liabilities caused by such breach. After such settlement, the Licensee must, on demand by the Licensor, top up Security Deposit to its original amount. For the avoidance of doubt, the Licensee shall not use the Security Deposit to set-off the License Fee and/or the Utilities Deposit or any part thereof. The Licensor shall refund the Security Deposit or the balance thereof to the Licensee without interest within 25 working days from the Handover Date or the settlement of all outstanding liabilities of the Licensee under the Agreement and the Rules, whichever is later.

許可人有權，但無責任，使用該擔保按金或其任何部份作償還因該違約行為所引起的一切法律責任。在有關償還完成後，許可持有人必須按許可人的要求，補加該擔保按金至其原來的數額。為免存疑，許可持有人不得使用該擔保按金抵銷該許可費用及/或該公共費用預繳金或其任何部分。許可人須於移交日期後或償還許可持有人因違反本協議及該規則所引起的所有法律責任後（以較遲者為準）的 25 個工作天內無息退還該擔保按金或其餘下部分予許可持有人。

14. On the expiry of the Term or on termination of the Agreement for any other reason, the Licensee must vacate the Space and remove all his/her personal belongings immediately failing which the Licensor may remove and dispose of all such personal belongings without notice and liability, and

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all expenses shall be borne by the Licensee.

當該使用期屆滿或本協議因任何其他理由終止，許可持有人必須立即退出該空間及搬走她/他的所有私人物件，否則許可人有權在不出具通知及不須負有法律責任的前提下將該等私人物件搬走及處理，而所有費用由許可持有人承擔。

15. The Licensee must fully comply with the Rules, which the Licensor reserves the right to amend from time to time.

在該使用期內，許可持有人必須遵守該規則，而許可人保留不時修改該規則的權利。

16. The Licensee must use the furniture and fittings (including those listed in Appendix 3 annexed to the Agreement) and the Shared Facilities with reasonable care. Any cost for repair or replacement caused by the Licensee's negligence or misuse shall be borne by the Licensee.

許可持有人須合理謹慎使用許可人所提供的傢俬、裝置（包括附於本協議的附表 3 所列的）及該共用設施。許可持有人必須承擔所有因許可持有人疏忽或不適當使用該等傢俬、裝置及該共用設施所引致的損壞的維修或更換費用。

17. The Licensee acknowledges that he/she does not have exclusive possession of the Space and Shared Facilities. The Licensor may access the Space and Shared Facilities, with or without notice, at any time for the purpose of inspection, repair and for any other purpose. The Licensor may relocate the Licensee to another space within the same building with prior notice provided the relocation space shall be of the same room type as, or of a room type with room grade higher than, that originally assigned. There will be no additional License Fee due to relocation.

許可持有人確認他/她不持有專用該空間及該共用設施的權利。許可人可不時以預先通知要求許可持有人遷移到在同一棟大廈內的另一空間，但替換空間的房型須與原先獲分配的空間的房型相同或為較高等級的房型。該許可費用不會因遷移而增加。

18. The parties acknowledge that the Agreement does not constitute a landlord and tenant relationship between the Licensor and Licensee.

本協議雙方確認本協議不構成許可人及許可持有人之間的業主或租客的關係。

19. Notice from the Licensor to the Licensee may be given by email, WhatsApp, WeChat or any other electronic medium provided by the Licensee to the Licensor. Notice from the Licensee to the Licensor must be given in writing to be served on the then registered office of the Licensor.

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由許可人出具予許可持有人的通知可以透過電郵、WhatsApp、微信及其他由許可持有人提供予許可人的電子通訊方式完成。由許可持有人出具予許可人的通知必須以書面方式提交許可人當時的公司註冊地址。

20. The Agreement is governed by the laws of Hong Kong Special Administrative Region of the People's Republic of China.

本協議適用中華人民共和國香港特別行政區法律。

21. The Agreement is executed in two duplicate originals and each party shall keep one executed original.

本協議一式兩份原本簽署，雙方可持有一份原本簽署版。

22. The Chinese version of this Agreement is for reference only. In case of any discrepancy between the English version and the Chinese version, the English version shall prevail.

本協議的中文版本僅供參考，若中文版本與英文版本有差異，概以英文版本為準。

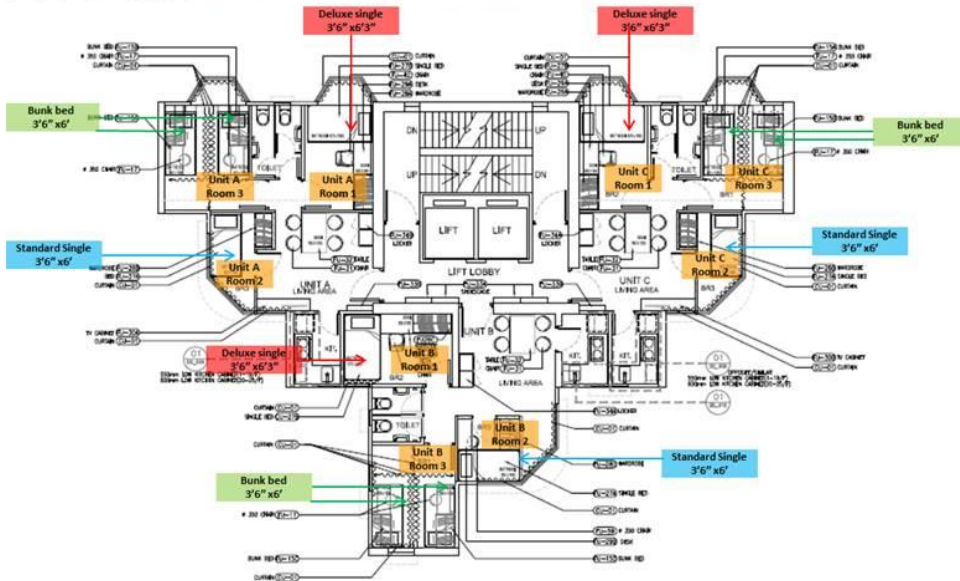
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Appendix 1

附件 1

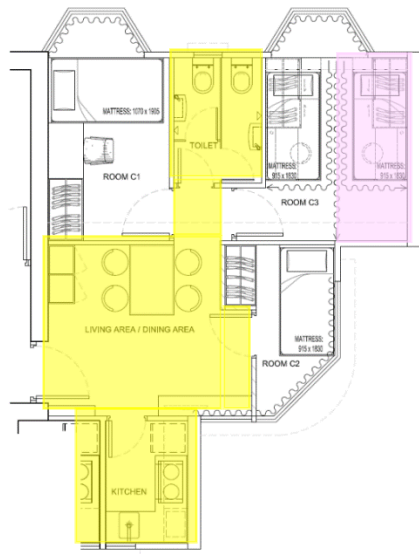
Floor Plan for Whole Floor – 全層平面圖

Floor Plan 2-19/F Shared Units



Floor Plan for Unit C – C 單位平面圖

2/F-19/F UNIT C
 SALEABLE AREA: 467.330ft²
 SALEABLE AREA: 43.416m²



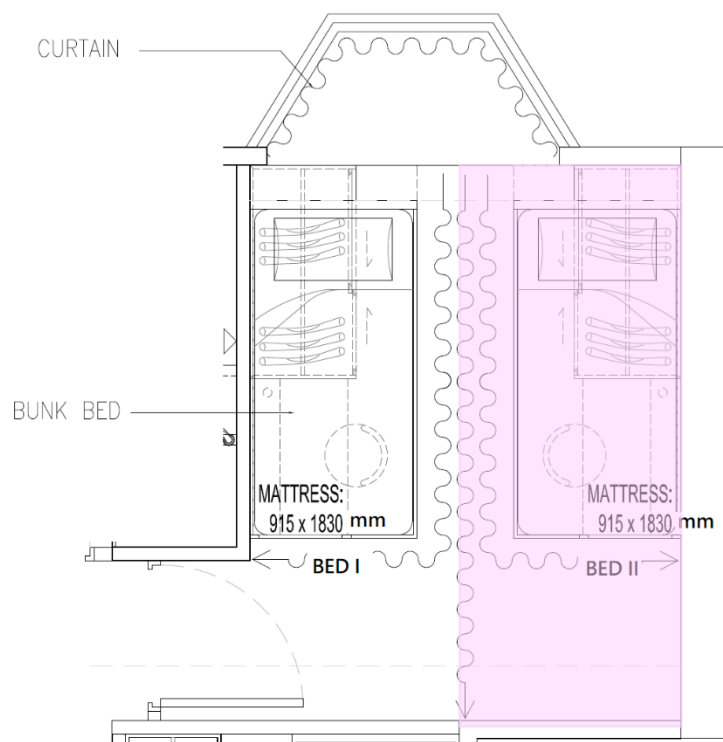
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Floor Plan for Twin Room 雙床房平面圖

1/F – 19/F UNIT C – Room 3 (STANDARD TWIN)

SALEABLE AREA: 116.240ft²

SALEABLE AREA: 10.799m²



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Appendix 2

附件 2

House Rules of YOOFHILL (“Rules”)

1. Aim

The primary aim of these Rules is to regulate the use of the Building so as to promote a harmonious living environment and a comfortable place to rest, socialize and study for all users.

2. Interpretation

In these Rules, -

- 2.1. All definitions used in the license agreement of the Space and Shared Facilities to which these Rules are annexed shall apply, unless otherwise stated.
- 2.2. “Flat” means the flat in which the Room is located.
- 2.3. “Management Office” refers to the management office of the Licensor situated at the Building .
- 2.4. “Other Licensees” includes all licensees of the Building other than the Licensee.
- 2.5. “Room” means the room of the Flat in which the Space is located.
- 2.6. “Visitors” means all persons visiting the Building including Visitors of the Licensee.

3. Smartcards

- 3.1. Smartcards are issued to the Licensee for –
 - 3.1.1. Main gate
 - 3.1.2. Lobby gate
 - 3.1.3. Main door of the Flat
 - 3.1.4. Door of the Room
- 3.2. The Licensee must keep his/her assigned smartcards safe. Transfer of any smartcard is strictly prohibited.
- 3.3. Duplication of smartcards or holding multiple smartcards is strictly prohibited.
- 3.4. Assigned smartcards must be returned to Management Office on Handover Date.
- 3.5. Licensee shall report to the Management Office immediately of any loss or damage to smartcards assigned to him/her.

4. Smartcards Access Control

- 4.1. For security reasons, the Licensee is required to use smartcard assigned to him/her for gaining access to the Building.
- 4.2. The Licensee who forgets to bring his/her smartcard for entering the Building is required to fill in “Licensee Entry Permission Record” and present his/her personal valid identity card for verification at the Management Office before gaining access.

5. Respect for Other Licensees

- 5.1. Actions or behaviours which may interfere with Other Licensees’ rights to privacy, time to study and rest, or normal use of facilities in the Building is prohibited.

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- 5.2. The Licensee should not enter the bedrooms of Other Licensees without getting consent of the Other Licensees.
- 5.3. The Licensee should be properly attired in common areas of the Building, including the Shared Facilities, at all times.
- 5.4. The Licensee should not behave in any manner which create disturbance to Other Licensees in any circumstances.

6. Quiet Hours and Noise Level

- 6.1 The Quiet Hours of the Building is from 23:00 to 08:00 of the next day and all public holidays. The Licensee should avoid creating noise in any parts of the Building, including areas outside the entrance of the Building within Quiet Hours.
- 6.2 At all times other than Quiet Hours, the Licensee should keep his/her noise level reasonable so as not to cause nuisance to neighbors and Other Licensees.

7. Opposite Gender Visitation

The Licensee should not enter the residence floors or rooms of the opposite gender between 00:00 midnight to 08:00, 7 days a week.

8. Personal Properties

The Licensee is responsible for his/her personal properties. The Licensor is not responsible for any loss of personal properties.

9. Public Properties

- 9.1. The Licensee shall not remove any furniture, fitting, fixture or facilities provided for common use in the Building without prior approval of the Licensor.
- 9.2. The Licensee should not deface, defile or otherwise damage any wall or any structure of any kind, or any furniture, fitting, fixture or facility provided for use in the Building, or install any new utility or fitting without prior approval from the Licensor.

10. Visitors

- 10.1. Visitors of the Licensee must be hosted and accompanied by the Licensee during the visit, and complete the registration procedure at the Management Office upon arrival and departure. A visitor badge is given to each Visitor upon registration and the badge should be returned to the Management Office upon leaving the Building.
- 10.2. Visitors shall observe these Rules. Any Visitor who fails to comply with these Rules is subject to blacklisting and denial of entry into the Building.
- 10.3. Visitors may visit the Premises between 09:00 and 23:00. No entrance of Visitors is allowed after 23:00.
- 10.4. Visitors must not stay beyond 23:00.
- 10.5. The Licensee who invites Visitors to the Building shall be responsible for their conduct and shall ensure their compliance with these Rules.

11. Electrical Appliances

- 11.1. Without prior approval of the Licensor, electrical appliances or furniture which are greater than 100cm x 50cm x 30cm in length, width and height in total, are not allowed to be brought into the Building.

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- 11.2. The Licensee should get the consent of Other Licensees in the same Flat for placing personal electrical appliances or furniture in common area of the same Flat.
- 11.3. Any electrical appliances not fulfilling the standard of the certificate of safety compliance provided by EMSD should not be used in the Building. The Licensor reserves the right to claim for any damages and loss or fire hazard created by the use of appliances that do not comply the standard or misuse of any electrical appliance by the Licensee.
- 11.4. The Licensor will request the Licensee to remove at his/her own cost any appliances or items which are not allowed to be brought into the Premises, or any equipment used in such a way that disturbs or endangers others. If the Licensee shall not comply with such request, the Licensor may remove and dispose them as the Licensor may see fit and the cost of such removal and disposal shall be borne by the Licensee.
- 11.5. The Licensee shall make his/ her best effort to save the energy at the Building.
- 11.6. The standard electrical voltage in Hong Kong is 220 volts AC, 50 Hz.
- 11.7. The Licensor is not liable for any damage of personal electrical appliance due to inappropriate use of electricity.

12. Safety Matters

- 12.1. Cooking in the Premises is prohibited except in the kitchen of each Flat and other areas as authorized by the Licensor.
- 12.2. Possession of chemicals, explosives or highly combustible is strictly prohibited.
- 12.3. Open flames, including candles and incense, are prohibited in any part of the Building.
- 12.4. Interference of fire service devices is prohibited.
- 12.5. In order to provide safe exit in an emergency, all fire exits, corridors, lift lobbies and stairwells must always be kept clear from any obstructions. Any personal object which causes such obstructions may be removed by the staffs of the Licensor without prior notice.
- 12.6. Report of any damage or malfunction of any windows in a Room or Flat should be made to the Management Office at once for repair and maintenance.

13. Smoking and Drugs

Smoking and taking dangerous drugs (according to Dangerous Drugs Ordinance) is strictly prohibited in any part of the Building.

14. Gambling

Gambling of any form is strictly prohibited in any part of the Building.

15. Cleanliness

It is the Licensee's responsibility to keep the Room clean and tidy. The Licensor reserves the right to conduct room check for maintenance and safety checking purpose once a month without prior notice.

16. Commercial/ Promotion Activities

Commercial promotions and activities are prohibited in the Building. Sale of any goods or services in the Building is not allowed without prior approval of the Licensor. Distribution of promotional items to the mail boxes is prohibited without prior approval of the Licensor.

17. Pets

Pets are not allowed in the Building.

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18. Waste Control

Waste bins are located at the back stairs of each floor, next to the laundry area and next to the gym area on the ground floor. The Licensee must put his/her waste in those bins by himself/herself.

19. Sickness

- 19.1 A Licensee who is sick should seek medical treatment immediately and report such sickness to the Management Office.
- 19.2 A Licensee who suffers from communicable disease shall comply with such isolation and treatment measures as may be requested by Management Office.

20. Breach

In respect of any serious breach of any Rules by a Licensee or a Visitor of the Licensee (as conclusively determined by the Management Office), the Management Office may terminate the license agreement between the Licensor and the Licensee and sue for damages. In respect of any other breach by the Licensee or a Visitor of the Licensee, the Management Office will give a written warning to the Licensee. If there shall be repeated breach of such Rules, the Management Office may terminate the said license agreement and sue for damages. Appendix A provides a list of the indicative cost for certain breaches. However, the recovery of such cost is only one of the remedies available to the Licensor.

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Appendix A

Charges for Damage or Loss of Facilities & Costs Chargeable for Breach

The Licensee will be charged for damaged or lost facilities (except for normal wear and tear). Any items left behind may be disposed of as rubbish at the prevailing charge. Charges listed below, while not meant to be exhaustive, help to illustrate the charges for some damaged or lost items. Damage or loss of other facilities not listed below may be charged at cost. The Licensor reserves the right to revise those charges from time to time as deemed necessary. Revised charges will be announced to the Licensee.

It shall be the responsibility of the Licensee and Other Licensees of the Flat, individually and collectively, to safeguard all the properties including furniture, fittings and gadgets of the Flat. For any damage to, or loss of, any property from the Room, the Licensee will be held directly responsible; and for any damage to any furniture, fittings, structure or part thereof at any part of the Flat shall be held collectively responsible.

Item	Total (HK\$)	
Premise		
1. Smartcard	\$200	per card
2. Loss of Visitor Card	\$500	per card
Bedroom		
1. Bed	\$9,000	per item
2. Desk	\$2,000	per item
3. Chair	\$1,000	per item
4. Wardrobe	\$6,500	per item
5. Curtain	\$1,000	per item
6. Table Lamp	\$200	per item
7. Door Hanger	\$200	per item
8. Air conditioner remote control	\$500	per item
Miscellaneous		
1. Mark or Damage to Wall/ Ceiling / Door	\$100	per square feet
2. Air Conditioner Remote Control for living room	\$500	per item
3. Toilet Board	\$150	per item
Removal Charges for Items Left Behind		
1. Administrative charge for the claim of big items left at the back stair (items cannot put in the rubbish bin)	\$500	per time
2. Administrative charge for rubbish handling left inside room and common area after check-out	\$500	Per rubbish bag Size: 25" x 36"
3. Administrative charge for the claim of items left inside room after check-out	\$1,000	per time



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Costs Chargeable for Breach		
1. Smoking in the Premises and public area	\$2,000	per time
2. Visitors stay after 23:00	\$2,000	per time

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Appendix 3

附件 3

Common Area 共享空間 -

Living Room & Dining Room 客飯廳

3	Ceiling Lamp	天花燈
1	Dining Table	餐檯
4	Dining Chair(s)	餐椅
1	TV Cabinet	電視櫃
1	Locker(s)	儲物櫃
1	Air-conditioner	冷氣機
1	Curtain	窗簾

Common area 共享空間 - Kitchen 廚房

1	Ceiling Lamp	天花燈
1	Gas Cooker	煤氣爐
1	Water Heater	熱水器
1	Refrigerator	雪櫃
1	Kitchen Cabinet	廚櫃
1	Range Hood	抽油煙機
1	Microwave	微波爐
1	Ventilation Fan	抽風扇

Bedroom 睡房 – share bed (Twin Room) 雙床房

2	Ceiling Lamp	天花燈
1	Air-conditioner	冷氣機
1	bunk bed with Mattress	上層床
1	Desk with Chair	書檯連椅
1	Wardrobe	衣櫃
1	Curtain	窗簾

Common area 共享空間 - Washroom 洗手間

1	Water Heater	熱水爐
1	Ventilation Fan	抽氣扇
2	Mirror Box	鏡櫃
2	Sink	洗手盆
2	Shower	淋浴花灑
2	Lavatory	廁所