



招商永隆銀行
CMB WING LUNG BANK

招商永隆銀行有限公司
CMB Wing Lung Bank Limited

25-Feb-2025

日Day 月Month 年Year

祈付
Pay Rich Century Investment Limited

XXXXXX
OF ORDER

港幣
Hong Kong
Dollars Five Thousand One Hundred Twenty-Four and HK \$ 5,124.52

Cents Fifty-Two Only.

GLOBAL DIRECT CONSUMER
PRODUCTS GROUP LTD

For and on behalf of
GLOBAL DIRECT CONSUMER PRODUCTS GROUP LIMITED
寰宇商品集團有限公司

Authorized Signature(s)

⑈007085⑈ 020⑈601⑈ 003⑈8999⑈7⑈

LICENCE AGREEMENT

Date: 18 February 2025

To: SINO REAL ESTATE AGENCY LIMITED
(信和地產代理有限公司),
12/F Floor, Tsim Sha Tsui Centre,
Salisbury Road, Tsim Sha Tsui,
Kowloon, Hong Kong.
(Agent for the Licensor - Ref.:N250200092)
Contact Person: Janice Lo
Tel No.: 2132 8321
Fax No.: 2367 3304

Dear Sirs,

I/We, the intended Licensee, hereby offer to take a licence of the premises described below from the Licensor on the following terms and conditions:

1. (i) Name of Licensor : Rich Century Investment Limited
- (ii) Registered office/principal place of business in Hong Kong of the Licensor : 11-12/F., Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon
2. (i) Name of Licensee : GLOBAL DIRECT CONSUMER PRODUCTS GROUP LIMITED
寰宇商品採購有限公司
- (ii) Certificate of Incorporation No. : 0881911
- (iii) Business Registration Number (BRN) of the Licensee : 34266292
- (iv) Registered office/principal place of business in Hong Kong/address of the Licensee : Suite 10B-11A, 22/F Skyline Tower, 39 Wang Kwong Road Kowloon Bay Kowloon, Hong Kong
- (v) Trade Name in English : GLOBAL DIRECT CONSUMER PRODUCTS GROUP LIMITED
Trade Name in Chinese : 寰宇商品採購有限公司
- (vi) Correspondence Address : Suite 11B, 25/F Skyline Tower, 39 Wang Kwong Road Kowloon Bay Kowloon, Hong Kong
- Billing Address : Suite 11B, 25/F Skyline Tower, 39 Wang Kwong Road Kowloon Bay Kowloon, Hong Kong
- (vii) E-Billing Email Address : kitmanw@globaldirectcp.com; carmenf@globaldirectcp.com
- (viii) Licensee's Primary Contact Person : Mr. Kitman WU
Tel No. : 9683-0535(M)
Email Address : kitmanw@globaldirectcp.com

3. Premises : 25/F 11B, Floor 25, Skyline Tower, 39 Wang Kwong Road, Kowloon Bay, Kowloon
As shown coloured pink on attached plan for identification only
- Building : Skyline Tower
- Development : N/A
4. (i) Licence Period : For a period commencing from the Licence Period Commencement Date and expiring on the Licence Period Expiry Date (both days inclusive)
- (ii) Licence Period Commencement Date : 5 March 2025
- (iii) Licence Period Expiry Date (both days inclusive) : 9 March 2025
- For the avoidance of doubt, the Licence Period shall commence and the Monthly Base Licence Fee, Turnover Licence Fee, Monthly Management Fee or Monthly Management Fee and Air-conditioning Charge, Rates and Government Rent (if any) shall become payable from the Licence Period Commencement Date even if it falls on a Sunday or public holiday or the Licensee does not enter and occupy the Premises on such date.
5. (i) Monthly Base Licence Fee : HK\$21,900.00
- (ii) Specified Percentage of Gross Sales Turnover for Turnover Licence Fee : N/A
- (iii) Commencement Date and End Date of Each Financial Year of the Licensee : N/A
- (iv) Deadline to Provide Financial Statement : N/A
- (v) Deadline to Provide Final Audited Statement : N/A
6. Monthly Management Fee / Monthly Management Fee and Air-conditioning Charge : HK\$7,330.00
7. Normal air-conditioning supply hours : Monday to Friday : 8:00 am - 8:00 pm
Saturday : 8:00 am - 2:00 pm
Sunday / Public Holidays : N/A
8. Rates per quarter / Provisional Rates per quarter : HK\$4,050.00
9. Government Rent per quarter / Provisional Government Rent per quarter : HK\$2,430.00

10. Monthly Promotional Levy : N/A
11. Monthly Cleaning Service Charges : N/A
12. Deposit
- (i) Security Deposit : Nil
 - (ii) Reinstatement Deposit : Nil
(payment is to be made on or before Licence Period Commencement Date)
 - (iii) Multiple of (the highest) Monthly Base Licence Fee and other charges : Nil
 - (iv) Individual Water Meter Deposit : N/A
 - (v) Bank Guarantee : N/A
 - (vi) Personal Guarantor Name : N/A
HKID Card No. or Passport No. and place of its issuance : N/A
Corresponding Address : N/A
 - (vii) (Balance of) Security (and Reinstatement) Deposit payable upon signing of this Agreement : HK\$0.00
13. Licence Preparation and Administration Cost : HK\$0.00
14. Personal Guarantee Preparation and Administration Cost : N/A
15. User : For use only by the Tenant as office premises and for no other purpose whatsoever. The Landlord gives no warranty as to the suitability or fitness of the Premises for the said user.
16. Handover condition : Bare shell
17. Free of Monthly Base Licence Fee Period(s) : N/A
The grant of the Free of Monthly Base Licence Fee Period(s) is subject to clause 13 of Part I of Schedule I hereto

18.	Payments upon signing of this Agreement by the Licensee or before handing over the Premises to the Licensee (whichever is the earlier)	: Period	HK\$
(i)	Base Licence Fee	: 05 Mar 2025 To 09 Mar 2025	HK\$3,532.26
(ii)	Management Fee / Management Fee and Air-conditioning Charge	: 05 Mar 2025 To 09 Mar 2025	HK\$1,182.26
(iii)	Promotional Levy	:	N/A
(iv)	Cleaning Service Charges	:	N/A
(v)	Rates	: 05 Mar 2025 To 09 Mar 2025	HK\$225.00
(vi)	Government Rent	: 05 Mar 2025 To 09 Mar 2025	HK\$135.00
(vii)	(Balance of) Security (and Reinstatement) Deposit	:	HK\$0.00
(viii)	Vetting Charge (non-refundable)	:	HK\$0.00
(ix)	Fit-out Deposit (refundable subject to clause 5(ix) of Part II, Schedule I of this Agreement)	:	HK\$0.00
(x)	Adjudication Fee	:	HK\$50.00
(xi)	Licence Preparation and Administration Cost	:	HK\$0.00
(xii)	Personal Guarantee Preparation and Administration Cost	:	N/A
Total:			<u>HK\$5,124.52</u>
19.	Adjudication Fee	: HK\$50.00	
20.	Standard Terms & Conditions forming an integral part of this Agreement	: As set out in Schedule I hereto	
21.	Special Conditions forming an integral part of this Agreement, if any	: As set out in Schedule III hereto In the event of conflict between any of the Special Conditions and any other provisions in this Agreement, the Special Conditions shall prevail.	
22.	Licensor's Provisions, if any	: As set out in Annexure	
23.	Period of notice for termination of this Agreement without cause or reason	: Nil	
24.	Period of notice for termination of this Agreement for sale, redevelopment, renovation, refurbishment or redesign	: Not less than 6 calendar months	