

Date: 24 April 2026

**FSE LIFESTYLE SERVICES LIMITED**

**(豐盛生活服務有限公司)**

**AND**

**NEW WORLD DEVELOPMENT COMPANY LIMITED**

**(新世界發展有限公司)**

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**2026 MASTER SERVICES AGREEMENT**

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**CHIU & PARTNERS**  
**Solicitors**  
**40th Floor, Jardine House,**  
**1 Connaught Place,**  
**Central, Hong Kong.**

Ref.: LC/CSC/20260030

## CONTENTS

Clause	Page
1. Interpretation .....	2
2. Provision of the Services .....	4
3. Representations and Warranties .....	6
4. Term and Termination .....	6
5. Consequences of Termination .....	7
6. Confidentiality .....	7
7. Announcements .....	8
8. Force Majeure .....	9
9. Further Assurance .....	9
10. Assignment .....	9
11. General .....	9
12. Notices .....	10
13. Governing Law .....	11
SCHEDULE: Services .....	12

**THIS AGREEMENT** is made on 24 April 2026

**BETWEEN:**

- (1) **FSE LIFESTYLE SERVICES LIMITED (豐盛生活服務有限公司)**, a company incorporated under the Companies Law, Cap 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands with limited liability as an exempted company, the issued shares of which are listed on the main board of the Stock Exchange (stock code: 331) and whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and whose principal place of business in Hong Kong is at Units 801-810, 8th Floor, Chevalier Commercial Centre, 8 Wang Hoi Road, Kowloon Bay, Kowloon, Hong Kong (“**FSE Listco**”); and
- (2) **NEW WORLD DEVELOPMENT COMPANY LIMITED (新世界發展有限公司)**, a company incorporated in Hong Kong with limited liability, the issued shares of which are listed on the main board of the Stock Exchange (stock code: 17) and whose registered office is at 30th Floor, New World Tower, 16-18 Queen's Road Central, Hong Kong (“**NWD**”).

**WHEREAS:**

- (A) The shares of FSE Listco and NWD are listed on the Stock Exchange (as defined below).
- (B) Members of the FSE Listco Group (as defined below) have entered into, and will continue to enter into, the Transactions with members of the NWD Group (as defined below).
- (C) Dr. Cheng, the chairman and non-executive director of FSE Listco, is a connected person of FSE Listco. Dr. Cheng is also the brother of Mrs. Doo Cheng Sau Ha, Amy (one of the controlling shareholders (as defined under the Listing Rules) of FSE Listco), the brother-in-law of Mr. Doo (an executive director of FSE Listco) and the uncle of Mr. Doo William Junior Guilherme (an executive director of FSE Listco). Dr. Cheng is a member of the Cheng family which holds or controls NWD. As such, NWD is treated as a connected person of FSE Listco. On the other hand, Mr. Doo is a non-executive director, a non-executive vice-chairman of NWD, a director of certain subsidiaries of NWD and the beneficial owner of several corporate substantial shareholders of certain subsidiaries of NWD. Given that Mr. Doo (an executive director of FSE Listco) is the spouse of Mrs. Doo Cheng Sau Ha, Amy, who is one of the controlling shareholders (as defined under the Listing Rules) of FSE Listco, FSE Listco is an associate of Mr. Doo and therefore a connected person of NWD. Therefore, members of the NWD Group are treated as connected persons of FSE Listco and members of FSE Listco Group are treated as connected persons of NWD. The Transactions constitute continuing connected transactions (within the meaning of the Listing Rules) for each of FSE Listco and NWD.
- (D) The initial term of the Former Master Services Agreement will expire on 30 June 2026.
- (E) The New Master Services Agreement was entered into immediately prior to this Agreement. The FSE Listco Group forms part of the Services Group (as defined in the New Master Services Agreement) by whom the services to the NWD Group and vice versa contemplated under the New Master Services Agreement are to be provided.
- (F) The parties agree to enter into this Agreement as a definitive agreement to the New Master Services Agreement to set forth the terms and conditions upon which the Transactions are to be proceeded with between the NWD Group (including members of the NWDS Group) and the FSE Listco Group on and subject to the terms and conditions of this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

1. **INTERPRETATION**

1.1 In this Agreement (including the recitals and the Schedule), unless the context otherwise requires:

"**Business Day**" means a day (other than a Saturday or Sunday or public holiday) on which banks are open for business in Hong Kong;

"**Definitive Agreements**" means the individual agreements in respect of the Transactions which may from time to time be entered into between members of the FSE Listco Group and members of the NWD Group pursuant to this Agreement, and "**Definitive Agreement**" means any of them;

"**Dr. Cheng**" means Dr. Cheng Kar Shun, Henry;

"**Effective Date**" means **1 July 2026**, subject to the conditions set out in Clause 4.1;

"**Force Majeure**" means any circumstances beyond the reasonable control of any party (including any strike, lock-out or other forms of industrial action);

"**Former Master Services Agreement**" means the master services agreement dated 28 April 2023 made between NWD and FSE Listco relating to, among others, the Transactions;

"**FSE Listco Group**" means FSE Listco and its subsidiaries from time to time;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

"**Initial Term**" means the initial term of this Agreement as defined in Clause 4.1;

"**Listing Rules**" means the Rules Governing the Listing of Securities on the Stock Exchange;

"**Mr. Doo**" means Mr. Doo Wai Hoi, William;

"**New Master Services Agreement**" means the master services agreement dated \_\_\_\_\_ 2026 signed immediately prior to this Agreement and made between Mr. Doo and NWD relating to the provision of services as contemplated thereunder by the Services Group (as defined therein and of which the FSE Listco Group forms part) to the NWD Group (including members of the NWDS Group) and vice versa;

"**NWD Group**" means NWD and its subsidiaries (including members of the NWDS Group) from time to time;

"**NWDS**" means New World Department Store China Limited, a non-wholly owned subsidiary of NWD with its shares listed on the main board of the Stock Exchange (stock code: 825);

"**NWDS Group**" means NWDS and its subsidiaries from time to time;

"**Services**" means:

(1) the following services (collectively, the "**FSE Services**") to be provided by the FSE Listco Group to the NWD Group under and during the term of this Agreement:

(a) cleaning services ("**Cleaning Services**");

- (b) electrical and mechanical engineering services and environmental engineering services (“**E&M Services**”);
- (c) environmental solutions (“**Environmental Solutions Services**”);
- (d) facility and property management services (“**FSE Facility and Property Management Services**”);
- (e) insurance related services (“**Insurance Related Services**”); and
- (f) security, guarding and event servicing services (“**Security, Guarding and Event Servicing Services**”),

in each case, the initial scope of which is set out in Part A of the Schedule, and such other types of services as the parties may agree upon from time to time in writing; and

- (2) the following services (“**NWD Services**”) to be provided by the NWD Group to the FSE Listco Group under and during the term of this Agreement:

- (a) IT support services (“**IT Support Services**”);
- (b) rental services (“**Rental Services**”); and
- (c) sundry services (“**Sundry Services**”),

in each case, the initial scope of which is set out in Part B of the Schedule, and such other types of services as the parties may agree upon from time to time in writing;

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

"**this Agreement**" means this agreement together with the Schedule, as originally signed or hereafter amended or supplemented from time to time; and

"**Transactions**" means all transactions entered into or to be entered into between members of the FSE Listco Group and members of the NWD Group in respect of the provision of the FSE Services by members of the FSE Listco Group to members of the NWD Group and provision of the NWD Services by members of the NWD Group to members of the FSE Listco Group; and

"**Working Hours**" means 9:00 a.m. to 6:00 p.m. on a Business Day.

## 1.2 In this Agreement:

1.2.1 the terms “associate”, “close associate”, “connected person”, “connected transaction”, “continuing connected transaction”, “core connected person”, “normal commercial terms or better”, “ordinary and usual course of business”, “subsidiary” and “30%-controlled company” whenever appeared in this Agreement have the meanings given to such terms in the Listing Rules, unless the context otherwise requires;

1.2.2 a reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of this Agreement) and any subordinate legislation made under the statutory provision (whether before or after the date of this Agreement);

1.2.3 a reference to a "**person**" includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint

venture, association or partnership (whether or not having separate legal personality) and includes a reference to that person's legal personal representatives, successors and permitted assigns;

1.2.4 a reference to a Clause or a Schedule, unless the context otherwise requires, is a reference to a clause of or a schedule to this Agreement;

1.2.5 the singular includes the plural and vice versa;

1.2.6 reference to times and dates are references to Hong Kong times and Hong Kong dates, respectively; and

1.2.7 a reference to "**party**" or "**parties**" is to a party or parties to this Agreement.

1.3 The headings in this Agreement do not affect the interpretation of this Agreement.

## 2. **PROVISION OF THE SERVICES**

2.1 **In consideration of** the mutual agreement and undertakings herein and **subject to** the qualifications set out in **Clause 2.3**,

### **FSE Services**

2.1.1 FSE Listco shall, and shall procure that members of the FSE Listco Group shall (to the extent practicable), provide the FSE Services, the initial scope of which is set out in Part A of the **Schedule**, to members of the NWD Group, and NWD shall procure members of the NWD Group (to the extent practicable) to engage members of the FSE Listco Group in the provision of the FSE Services, and

### **NWD Services**

2.1.2 NWD shall, and shall procure that members of the NWD Group shall (to the extent practicable), provide the NWD Services, the initial scope of which is set out in **Part B** of the **Schedule**, to members of the FSE Listco Group, and FSE Listco shall procure members of the FSE Listco Group (to the extent practicable) to engage members of the NWD Group in the provision of the NWD Services,

in each case, during the term of this Agreement on and subject to the terms and conditions of this Agreement and the Definitive Agreement(s).

2.2 FSE Listco and NWD may from time to time by written agreement expand, reduce or otherwise alter the scope of the Services.

2.3 The engagement referred to in **Clause 2.1** is subject to the following qualifications:

2.3.1 the engagement only applies to Services required for businesses, projects and/or premises for which the relevant member(s) of the NWD Group or the FSE Listco Group (as the case may be) has (have) the right to select providers of the relevant Services;

2.3.2 the engagement is not contrary to the terms of contracts governing the relevant businesses, projects and/or premises or any applicable laws, regulations or administrative directives promulgated by competent authorities to which the businesses, projects and/or premises of the relevant members of the NWD Group or the FSE Listco Group (as the case may be) may relate; and

- 2.3.3 in the event that the provider of a particular Service is required to be selected through auction or tender or other similar process, the engagement shall only become effective as and when the relevant member(s) of the FSE Listco Group or the NWD Group (as the case may be) has (have) been selected by the relevant member(s) of the NWD Group or the FSE Listco Group (as the case may be) as the service provider as a result of the relevant auction or tender or other similar process.
- 2.4 Pursuant to the engagement referred to in **Clause 2.1**, members of the FSE Listco Group and members of the NWD Group shall, from time to time during the term of this Agreement, enter into separate Definitive Agreement(s) in respect of the Transactions provided that such separate Definitive Agreement(s) shall always be in compliance with the Listing Rules and subject to the terms and conditions of this Agreement and the New Master Services Agreement.
- 2.5 The parties **agree** that:
- 2.5.1 as a general principle, the prices and terms of each Definitive Agreement with respect to the relevant Transactions shall be determined:
- 2.5.1.1 in the ordinary and usual course of business of the FSE Listco Group and the NWD Group;
- 2.5.1.2 on normal commercial terms, negotiated on an arm's length basis and at prices and on terms no less favourable to the member(s) of FSE Listco Group or the member(s) of the NWD Group (as the case may be) than those charged and provided to independent third party customers of the FSE Listco Group (in the case of the FSE Services) or those of the NWD Group (in the case of the NWD Services); and
- 2.5.1.3 on normal commercial terms, negotiated on an arm's length basis and at prices and on terms no less favourable to the member(s) of the FSE Listco Group or the member(s) of the NWD Group (as the case may be) than those paid to or available from independent third party suppliers of the FSE Listco Group (in respect of the NWD Services) or those of the NWD Group (in respect of the FSE Services);
- 2.5.2 the term of each Definitive Agreement shall be fixed and in any event shall not exceed three years. If the term of a Definitive Agreement extends beyond **30 June 2029** (that is, the date the Initial Term ends), FSE Listco and NWD shall, where necessary, re-comply with the applicable Listing Rules at the relevant time; and
- 2.5.3 the Transactions shall be conducted in compliance with the Listing Rules, this Agreement, the relevant Definitive Agreement(s) and to the extent applicable, the New Master Services Agreement. In case of any inconsistency or conflict, the New Master Services Agreement shall prevail.
- 2.6 Each of FSE Listco and NWD hereby **undertakes** to the other party that it will procure the relevant members of its own group to use due care and diligence in providing the Services and to comply with the Listing Rules in relation to the Transactions.
- 2.7 The parties agree that any definitive agreement(s) in respect of the Transactions which are subsisting as at the Effective Date shall be treated as Definitive Agreements made pursuant to this Agreement as from the Effective Date and continue in full force and effect until their termination in accordance with their respective terms.

### 3. REPRESENTATIONS AND WARRANTIES

3.1 Each of FSE Listco and NWD hereby **represents and warrants** to each other, and such representations and warranties shall survive the execution and delivery of this Agreement and the carrying out of the Transactions herein contemplated, as follows:

3.1.1 it is a limited liability company duly incorporated, validly existing and in good standing under the laws of its place of incorporation; and

3.1.2 subject to (where required) the independent shareholders' approval referred to in **Clause 4.1**, it has all the requisite power and capacity to enter into and perform its obligations under this Agreement. This Agreement and all documents and instruments executed pursuant hereto are, and when delivered, will be valid and legally binding obligations enforceable against it in accordance with their respective terms. This Agreement has been duly executed by it and the performance and implementation of this Agreement and the matters contemplated hereby have been duly authorised by all necessary corporate actions.

### 4. TERM AND TERMINATION

4.1 This Agreement is conditional upon (1) (where required) the obtaining of the approval of the independent shareholders of FSE Listco at an extraordinary general meeting of FSE Listco approving this Agreement and the Transactions contemplated hereunder (including the annual caps set for the Transactions contemplated hereunder); and (2) (where required) the obtaining of the approval of the independent shareholders of NWD at an extraordinary general meeting of NWD approving the New Master Services Agreement and the transactions contemplated thereunder (including the annual caps set for the transactions contemplated thereunder) (as applicable), as required under the Listing Rules. Subject to the foregoing, the term of this Agreement shall commence on the **Effective Date** and shall (unless terminated at an earlier date pursuant to **Clause 4.2** or **Clause 4.3**) continue in force for an initial term of three years up to **30 June 2029** (the "**Initial Term**"). Subject to re-compliance with the applicable Listing Rules at the relevant time, this Agreement may be automatically renewed at the end of the Initial Term (or any subsequent renewed term) for a successive period of three years (or such other period permitted under the Listing Rules) unless either party gives written notice to the other party not less than 30 Business Days before the end of the Initial Term (or any subsequent renewed term) to terminate this Agreement.

4.2 Notwithstanding **Clause 4.1**, this Agreement may be terminated at any time by the written agreement of the parties or by either party giving not less than 30 Business Days' prior written notice to the other party.

4.3 Upon the occurrence of any of the following events in respect of either party, and subject to **Clause 5**, this Agreement shall be automatically terminated:

4.3.1 the Transactions contemplated under this Agreement cease to constitute "connected transactions" or "continuing connected transactions" under the Listing Rules or cease to be subject to the Listing Rules in relation to connected transactions or continuing connected transactions;

4.3.2 a party commits any breach, non-observance or non-performance of any of its obligations hereunder which is material in the context of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within **30 Business Days** after receipt of a written notice from the other party giving full particulars of the breach and requiring it to be remedied;

- 4.3.3 an encumbrancer takes possession of or a receiver is compulsorily appointed over, any of the properties or assets of a party;
- 4.3.4 a party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- 4.3.5 a party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assumes the obligations imposed on such party under this Agreement); and
- 4.3.6 anything having a substantially similar effect to any of the events specified in **Clauses 4.3.3 to 4.3.5** inclusive occurs in relation to a party under the laws of any jurisdiction; and
- 4.3.7 a party ceases, or threatens to cease, to carry on business.

## 5. **CONSEQUENCES OF TERMINATION**

- 5.1 All rights and obligations of the parties under this Agreement shall cease to have effect upon termination or expiry of this Agreement, except that such termination or expiry shall not affect:
  - 5.1.1 the accrued rights and obligations of the parties prior to the termination or expiry;
  - 5.1.2 the continued existence and validity of **Clauses 5, 6, 7, 10, 11, 12 and 13**; and
  - 5.1.3 the continued existence, validity and enforceability of the Definitive Agreements which are entered into whilst this Agreement is in force, but the term of the Definitive Agreements will expire upon the termination or expiry of this Agreement unless this Agreement is renewed, subject to compliance with the applicable Listing Rules at the relevant time.

## 6. **CONFIDENTIALITY**

- 6.1 Subject to **Clause 6.2**, each of FSE Listco and NWD shall (and shall procure that members of its own group shall) treat as confidential and not disclose or use any information received or obtained as a result of entering into this Agreement (or any agreement entered into pursuant to this Agreement) or negotiations relating to this Agreement and such other agreements which relate to:
  - 6.1.1 the provisions of this Agreement and any agreement entered into pursuant to this Agreement;
  - 6.1.2 the negotiations relating to this Agreement (and such other agreements); or
  - 6.1.3 the other party's business, financial or other affairs (including the business, financial or other affairs of the members of the NWD Group (in the case of FSE Listco) or the FSE Listco Group (in the case of NWD)).
- 6.2 **Clause 6.1** shall not prohibit disclosure or use of any information if and to the extent:
  - 6.2.1 the disclosure or use is required by law, any regulatory body or the rules and regulations of any stock exchange;

- 6.2.2 the disclosure or use is required to vest the full benefit of this Agreement in FSE Listco (for itself and on behalf of other members of the FSE Listco Group) or NWD (for itself and on behalf of other members of the NWD Group), as the case may be;
  - 6.2.3 the disclosure or use is required for the purpose of any judicial proceedings arising out of this Agreement or any other agreement entered into under or pursuant to this Agreement or the disclosure is reasonably required to be made to a tax authority in connection with the tax affairs of the disclosing party;
  - 6.2.4 the disclosure is reasonably necessary for the purposes of this Agreement to be made to any of the directors, other officers, employees, consultants and professional advisers of FSE Listco or NWD (or any of the respective members of the FSE Listco Group and the NWD Group) (the "**Recipients**"), on the basis that FSE Listco or NWD (as the case may be) shall use all reasonable endeavours to procure that such Recipients have signified in writing their agreement to comply with the provisions of **Clause 6.1** in respect of such information as if they were a party to this Agreement;
  - 6.2.5 the information becomes publicly available (other than by breach of this Agreement);  
or
  - 6.2.6 the other party has given prior written approval to the disclosure or use of any such information.
- 6.3 FSE Listco shall, and shall procure that members of the FSE Listco Group shall, provide the independent non-executive directors and auditors of NWD with sufficient access to the relevant accounting records of FSE Listco and/or of the relevant members of the FSE Listco Group for the purpose of facilitating NWD and/or members of the NWD Group to report on the Transactions contemplated under this Agreement as and when required by law, any regulatory body or the rules and regulations of any stock exchange. For such purpose, FSE Listco shall, and shall procure that each member of the FSE Listco Group shall, use its reasonable endeavours to give such information and assistance as NWD's independent non-executive directors and auditors may reasonably request. NWD shall notify FSE Listco of any such review in writing at least fifteen (15) Business Days (or such other length of notice as may be mutually agreed by the parties) in advance.
- 6.4 NWD shall, and shall procure that members of the NWD Group shall, provide the independent non-executive directors and auditors of FSE Listco with sufficient access to the relevant accounting records of NWD and/or of the relevant members of the NWD Group for the purpose of facilitating FSE Listco and/or members of the FSE Listco Group to report on the Transactions contemplated under this Agreement as and when required by law, any regulatory body or the rules and regulations of any stock exchange. For such purpose, NWD shall, and shall procure that each member of the NWD Group shall, use its reasonable endeavours to give such information and assistance as FSE Listco's independent non-executive directors and auditors may reasonably request. FSE Listco shall notify NWD of any such review in writing at least fifteen (15) Business Days (or such other length of notice as may be mutually agreed by the parties) in advance.

## 7. **ANNOUNCEMENTS**

- 7.1 Subject to **Clause 7.2**, no party shall make or issue a public announcement, communication or circular concerning this Agreement unless it has first obtained the other party's written consent (such consent shall not be unreasonably withheld or delayed).
- 7.2 **Clause 7.1** does not apply to a public announcement, communication or circular if it is required by law, any regulatory body or the rules and regulations of any stock exchange.

**8. FORCE MAJEURE**

8.1 Subject as otherwise agreed by the parties from time to time,

8.1.1 if any party is affected by Force Majeure which affects or may affect the performance of any of its obligations under this Agreement, it shall forthwith notify the other party of its nature and extent;

8.1.2 no party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other party, by reason of any delay in the performance, or the non-performance, of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has forthwith notified the other party, and the time of performance of that obligation shall be extended accordingly; and

8.1.3 if the performance by any party of any of its obligations under this Agreement is affected by Force Majeure for a continuous period of sixty (60) days or more, the parties shall enter into bona fide discussion with a view to alleviating its effect, or to agreeing upon such alternative arrangements as may be fair and reasonable.

**9. FURTHER ASSURANCE**

Except where this Agreement provides otherwise, each party shall (at its own costs) do and execute or procure to be done and executed all necessary or desirable acts, deeds, documents and things within its power to carry into effect or give legal effect to this Agreement and the Transactions hereby contemplated.

**10. ASSIGNMENT**

A party may not assign or transfer or purport to assign or transfer a right or obligation under this Agreement without having first obtained the other party's written consent (such consent shall not be unreasonably withheld or delayed).

**11. GENERAL**

11.1 This Agreement and the Definitive Agreement(s) contain the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous agreements and understandings between the parties in respect thereto.

11.2 The parties agree that in the event of any conflict between the terms of this Agreement and the terms of the Definitive Agreement(s), the terms of this Agreement shall prevail.

11.3 Nothing in this Agreement shall create, or be deemed to create, any binding obligations between the parties to enter into the Transactions.

11.4 A variation of this Agreement (or of any other documents referred to in this Agreement) is valid only if it is in writing and signed by or on behalf of each party.

11.5 No provision of this Agreement creates a partnership between the parties or makes a party the agent of the other party for any purpose. A party has no authority or power to bind, to contract in the name of, or to create a liability for the other party in any way or for any purpose.

11.6 If at any time any provision of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, in any respect under any enactment or rule of law, the provision shall to that extent be deemed not to form part of this Agreement and the legality,

validity and enforceability of the remainder of this Agreement shall not be affected. The illegality and unenforceability of any provision in any jurisdiction shall not affect its legality, validity and enforceability in another jurisdiction.

- 11.7 Except where this Agreement provides otherwise, each party shall pay its own costs relating to the negotiation, preparation, execution and implementation by it of this Agreement and of each document referred to in this Agreement.
- 11.8 A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 11.9 Except where this Agreement provides otherwise the rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.
- 11.10 This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered whether transmitted by fax or otherwise shall be an original, but all the counterparts shall together constitute one and the same instrument.

## 12. NOTICES

- 12.1 Any notice or other communication in connection with this Agreement shall be in writing in English (a "**Notice**") and shall be sufficiently given or served if delivered or sent:

12.1.1 in the case of FSE Listco, to:

Address: Units 801-810, 8th Floor, Chevalier Commercial Centre  
8 Wang Hoi Road  
Kowloon Bay, Kowloon  
Hong Kong

Fax: (852) 2626 7698

Attention: The Board of Directors

12.1.2 in the case of NWD, to:

Address: 30<sup>th</sup> Floor, New World Tower  
16-18 Queen's Road Central  
Hong Kong

Fax: (852) 2810 4673

Attention: The Board of Directors

or (in either case) to such other address or fax number in Hong Kong as the relevant party may have notified the other in accordance with **Clause 12**.

- 12.2 Any Notice may be delivered by hand or sent by fax or prepaid post. Without prejudice to the foregoing, any Notice shall conclusively be determined to have been received when despatched with confirmed answerback, if sent by fax, or two Business Days from the time of posting, if sent by post, or at the time of delivery, if delivered by hand.

12.3 Any Notice given under this Agreement outside Working Hours shall be deemed not to have been given until the start of the next period of Working Hours.

13. **GOVERNING LAW**

13.1 This Agreement and the agreements to be entered into pursuant to this Agreement, shall be governed by and construed in accordance with Hong Kong law.

13.2 All the parties irrevocably agree that the courts of Hong Kong are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and the agreements to be entered into pursuant to this Agreement. All parties irrevocably submit to the jurisdiction of such courts and to waive any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

13.3 The Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) shall not apply to this Agreement and unless specifically herein provided no person other than the parties to this Agreement shall have any rights under this Agreement nor shall this Agreement be enforceable by any person other than the parties to this Agreement.

**SCHEDULE  
SERVICES**

**PART A: Initial scope of FSE Services**

<b>Cleaning Services</b>	provision of cleaning services including general cleaning, waste management and disposal, external wall and window cleaning, pest control and clinical waste management rendered at commercial buildings, residential buildings, public transportation facilities and other public institutions and facilities, and recycling and environmental services and related services.
<b>E&amp;M Services</b>	provision of services as contractors, management contractors and project managers, building and general construction, civil engineering, building exterior and interior design, building repair, renovation, maintenance consultancy and other services, demolition, building and property fitting out and decoration work, construction management and the supply of construction and building equipment and materials, electrical and mechanical engineering works, supply and installation of air-conditioning, heating and ventilation systems, fire services systems, plumbing and drainage systems, lift repair and maintenance services, electrical systems, system design and consultancy, computer aided drafting services and related services.
<b>Environmental Solutions Services</b>	provision of installation and maintenance of water treatment systems, odour abatement systems, construction site wastewater treatment systems, EV charging infrastructure, IoT solutions, consultancy services for energy audit, carbon audit, building environmental assessment, indoor air quality and water quality assessment, laboratory services, and landscape and plant management and maintenance, supply of plants and related services; and sales of tiles, building service products including pipes, pumps, accessory valves and fittings, building automation systems, heating, ventilation, air-conditioning parts, fire services products, environmental engineering products covering building services water treatment and odour abatement systems, air quality monitoring machines, construction site wastewater treatment systems, EV charging products and plants.
<b>FSE Facility and Property Management Services</b>	provision of facility and property management services, letting agency services, consultancy services, property sales, the provision of car parking management and other related services.
<b>Insurance Related Services</b>	provision of insurance consultancy and advisory services, policy underwriting services.
<b>Security, Guarding and Event Servicing Services</b>	provision of services of security guarding, event servicing, security services, security systems & technology (including installation and maintenance), security consultancy, armoured

	transit & vaulting security, escort & surveillance security services, supply of security products and related services.
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**PART B: Initial scope of NWD Services**

<b>IT Support Services</b>	the maintenance and support of computer software-related matters, such as solving software and hardware conflicts and usability problems and supplying updates and patches for bugs, security holes in the programme and other services as required by in-house IT staff as and when necessary.
<b>Rental Services</b>	rental and licensing of the rights to use properties, including without limitation, spare spaces, office spaces and car parking spaces and related services.
<b>Sundry Services</b>	appointment, coordination, consultancy and other related services.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

SIGNED by Lam Wai Hon, Patrick )

for and on behalf of )

FSE LIFESTYLE SERVICES LIMITED )

(豐盛生活服務有限公司) in the presence )

of: Lee Ka Hing )

*Pat-k.h.*



Lee Ka Hing

SIGNED by **Sitt Nam Hoi** )  
for and on behalf of **NEW WORLD** )  
**DEVELOPMENT COMPANY LIMITED** )  
(新世界發展有限公司) in the presence of: )



**HUI KA WAI**