

This agreement is dated Date of Form Submission.

Parties

- (1) Flowsophic Limited incorporated and registered in the Hong Kong Special Administrative Region (**Hong Kong**) with company number 2919449 (**PARTY 1**)
- (2) Tutorial Centre Specified in the Submitted Form incorporated and registered in Hong Kong Special Administrative Region (**PARTY 2**)

BACKGROUND

- (A) The parties to this agreement wish to establish a framework to govern their respective rights and obligations in relation to particular Projects in respect of which they wish to co-operate, where such Projects fall within the Focus of this agreement.
- (B) This agreement sets out the terms and conditions upon which the parties have agreed that such Projects may take place.

Agreed terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

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

Charges: the charges payable by a party to the other in relation to a Project (if any), as set out in each case in a Project Schedule.

Commencement Date: has the meaning set out in clause 2.1.

control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

Focus: marketing of the tutoring services provided by PARTY 2.

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

holding company: has the meaning given in clause 1.7.

Input: in relation to a party, the services, resources, workforce or other tangibles or intangibles that such party provides in accordance with this agreement in relation to a Project, as set out in a Project Schedule.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for

passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Project: a project agreed by the parties in accordance with clause 5, in relation to which the parties will collaborate in accordance with this agreement, as further described in a particular Project Schedule.

Project Period: subject to earlier termination in accordance with this agreement, the period from the start date to the end date for a Project, as set out in a Project Schedule.

Project Schedule: a document specifying particulars in relation to a particular Project, agreed by the parties in accordance with clause 5.

subsidiary: has the meaning given in clause 1.7.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this **agreement** includes the Schedule and any Project Schedule agreed in accordance with clause 5.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the Schedule.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in Division 4 of Cap. 622 Companies Ordinance.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 A reference to any **party** shall include that party's personal representatives, successors and permitted assigns.

- 1.11 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.12 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or a legislative.
- 1.13 A reference to **writing** or **written** includes email but not fax.
- 1.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 Where there is a conflict between the terms and conditions of this agreement, and a Project Schedule, the terms and conditions shall prevail to the extent of the inconsistency.
- 1.17 Any reference to this agreement terminating shall, where the context requires, include a reference to this agreement terminating by expiry.

2. Commencement and duration

- 2.1 This agreement shall commence on Date of Form Submission.
- 2.2 This agreement shall continue, unless terminated in accordance with this agreement.

3. Collaboration and co-operation

- 3.1 The parties shall co-operate within the Focus of this agreement in relation to Projects.
- 3.2 The parties shall collaborate in relation to Project Schedules agreed in accordance with clause 5.

4. Existing arrangements

- 4.1 Nothing in this agreement shall restrict either party's right to continue to conduct its business activities or arrangements that existed on the Commencement Date or that otherwise come into being outside the scope of this agreement.
- 4.2 However, as the parties will be working together in relation to Projects where each party may have access to information or Intellectual Property Rights of the other, each party acknowledges that the other party will need to protect such information and Intellectual Property Rights in accordance with clause 11 and clause 14.

5. Proposals and Projects

- 5.1 The parties agree that the terms of this agreement shall apply when either party (**proposing party**) wishes to propose to the other party (**receiving party**) a Project falling within the scope of the Focus.
- 5.2 A proposing party may submit a proposal for a proposed Project falling within the scope of the Focus to the receiving party at any time. The proposal shall contain high level details of the proposed Project, including an indication of the parties' likely respective Inputs and any Charges the proposing party intends to make for its own Inputs (if applicable).
- 5.3 On receipt of a proposal, the receiving party shall consider it, provide the proposing party with its comments and the parties shall then discuss whether they wish to formalise the proposal so that it becomes a Project. Either party may, in its absolute discretion, decline to agree to formalise a proposal into a Project.
- 5.4 In order to formalise a proposal into a Project:
- (a) either party may submit to the other a draft Project Schedule. 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;
 - (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 both parties. Once signed by both parties, a Project Schedule becomes part of the agreement.
- 5.5 A Project Schedule that has been signed by both parties may be amended at any time in accordance with clause 26.
- 5.6 Unless terminated earlier in accordance with this agreement, each Project Schedule has contractual effect during the applicable Project Period.
- 5.7 Each party shall in relation to the obligations allocated to it in a Project Schedule agreed in accordance with this clause:
- (a) perform such obligations, including by providing the Inputs in accordance with timeframes or milestones (if any) specified in the Project Schedule;
 - (b) use reasonable care and skill in performing such obligations;
 - (c) comply with good industry practice;
 - (d) comply with all laws applicable to it;
 - (e) obtain and maintain consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with such obligations;

- (f) ensure that the Inputs it provides conform with descriptions and specifications (if any) set out in the applicable Project Schedule; and
- (g) if on the other party's premises, comply with that party's health and safety and site regulations made known to it.

6. Customers

- 6.1 PARTY 2 agrees that PARTY 1 has the right to bind PARTY 2 in contract or otherwise in relation to any customers of either party.
- 6.2 PARTY 1 may provide to any of its customers any information, or make any representation, relating to the PARTY 2's products or services for the Focus.

7. Information flow and Project management

- 7.1 To enable the parties to maximise the benefits of their collaboration, each party shall:
 - (a) engage the other in planning discussions in relation to the Focus from time to time;
 - (b) keep the other party informed about its own progress in relation to each Project; and
 - (c) facilitate regular discussions between appropriate members of its personnel and those of the other party in relation to each Project, including in relation to:
 - (i) performance and issues of concern in relation to each Project;
 - (ii) new developments and resource requirements;
 - (iii) compliance with deadlines; and
 - (iv) such other matters as may be agreed between the parties from time to time.
- 7.2 Each party shall:
 - (a) supply to the other party information and assistance reasonably requested by it relating to a Project as is necessary to enable that other party to perform its own obligations in relation to the Project; and
 - (b) review documentation, including draft specifications or service descriptions or other technical documentation, for use when performing its obligations in relation to a Project (if any), as soon as reasonably practicable at the request of the other party, and notify it of any errors or incorrect assumptions made in any such documents so far as it is aware.

8. Charges

- 8.1 Except as provided for in clause 8.2, each party shall:
 - (a) not be entitled to charge the other party for the provision of anything

(including Inputs) it provides in connection with each Project and this agreement; and

- (b) be otherwise responsible for its own costs incurred in connection with each Project and this agreement, including all Inputs it provides.
- 8.2 If a Project Schedule provides that a party is responsible for paying the other party any Charges, such Charges shall be invoiced and paid for in the currency specified in the Project Schedule in accordance with clause 9.

9. Invoicing and payment

- 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 at any time.
- 9.2 Unless otherwise provided in a Project Schedule, the Charges specified in a Project Schedule are exclusive of taxes which shall be included in invoices and payable, if applicable, in addition to the Charges.
- 9.3 A party shall pay an invoice issued to it in accordance with this agreement within 14 days of the date of the invoice.
- 9.4 If a party fails to make a payment due to the other Party under this agreement by the due date, then, without limiting the other party's remedies under clause 21 or clause 22, the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 9.5 Interest under this clause will accrue each day at 4% a year above the Hong Kong Monetary Authority's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

10. Set-off

All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. Confidentiality

11.1 Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its **Representatives**) to the other party and that party's Representatives whether before or after the date of this agreement in connection with the Focus or any Project, including information which:

- (a) relates to the existence and terms of this agreement or any agreement entered into in connection with the Focus or a Project;
- (b) would be regarded as confidential by a reasonable business person relating to:

- (i) the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party or of any member of the Group to which the disclosing party belongs; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party or of any member of the Group to which the disclosing party belongs;
 - (c) is developed by the parties in the course of carrying out this agreement or any Project; and
 - (d) is specified as confidential in any Project Schedule.
- 11.2 The provisions of this clause shall not apply to any Confidential Information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause); or
 - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party
 - (c) the parties agree in writing is not confidential or may be disclosed.
- 11.3 Each party shall keep the other party's Confidential Information confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement in relation to the Focus and any Project (**Permitted Purpose**); or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 11.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
- and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.
- 11.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much

notice of such disclosure as possible.

- 11.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
- 11.7 On termination of this agreement, unless such things are needed by it to perform its obligations under a Project Schedule (and only until the end of such time), each party shall:
- (a) return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and
- 11.8 The provisions of this clause 11 shall survive for a period of one year from termination of this agreement.

12. Announcements

- 12.1 Subject to clause 12.2, no party shall make, or permit any person to make, any public announcement, communication or circular (**announcement**) concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed).
- 12.2 Where an announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the party required to make the announcement shall promptly notify the other party. The party concerned shall make all reasonable attempts to agree the contents of the announcement before making it.
- 12.3 PARTY 1 is permitted to make any public announcement regarding the impacts of Project provided that such announcement does not involve any indication to the identity of PARTY 2.

13. Data protection

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in Hong Kong relating to the use of personal data and the privacy of electronic communications.

14. Intellectual property

- 14.1 This agreement does not transfer any interest in Intellectual Property Rights. All Intellectual Property Rights developed or created by a party pursuant to a Project shall be owned by that party (**Created IPR**).
- 14.2 Each party grants to the other party (including its agents, consultants and subcontractors) a non-exclusive, personal, royalty-free licence during the applicable Project Period to use its Created IPR in relation to a Project to the extent necessary for the other party to carry out its obligations in relation to that Project.
- 14.3 At the end of the applicable Project Period, a party licensed to use Created IPR under clause 14.2 shall cease to use that Created IPR and shall return any physical embodiment of the Created IPR (including any copies) in its possession or control to the other party.
- 14.4 Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement of any party's Intellectual Property Rights (including Created IPR) used in connection with a Project of which it becomes aware.

15. Employees and non-solicitation

Each party agrees that it shall not, and shall procure that no member of its Group shall, without the prior written consent of the other party, at any time from the Commencement Date to the expiry of three months after the date of termination of this agreement, solicit or entice away from that party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of that party in relation to a Project.

16. Anti-bribery

- 16.1 Each party shall in relation to this agreement and each Project:
- (a) comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption (**Relevant Requirements**);
 - (b) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this agreement;
 - (c) immediately notify the other party (in writing) if a foreign public official becomes an officer or employee of it or acquires a direct or indirect interest in it and warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the Commencement Date);
- 16.2 Each party shall ensure that any person associated with it who is performing obligations in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on that party in this clause 16 (**Relevant Terms**). Such party shall be

responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other party for any breach by such persons of any of the Relevant Terms.

16.3 Breach of this clause 16 shall be deemed a material breach under clause 21.2 and clause 22.2.

16.4 For the purposes of this clause 16, a person associated with a party includes but is not limited to any agent and subcontractor of that party.

17. Warranties

17.1 Each party warrants that:

- (a) it has full power and authority to carry out the actions contemplated under this agreement; and
- (b) its entry into and performance under the terms of this agreement will not infringe the Intellectual Property Rights of any third party or cause it to be in breach of any obligations to a third party; and
- (c) so far as it is aware, all information, data and materials provided by it under this agreement will be accurate and complete in all material respects.

17.2 Except as expressly provided in this agreement, there are no conditions, warranties or other terms binding on the parties with respect to the actions contemplated by this agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this agreement.

18. Indemnity

18.1 In this clause, a reference to an **indemnified party** shall include that party's subsidiaries, and the provisions of this clause shall be for the benefit of that party and each such subsidiary, and shall be enforceable by each such subsidiary, in addition to the party.

18.2 Each party (**indemnifying party**) shall indemnify the other party (**indemnified party**) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with:

- (a) any claim made against the indemnified party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with:
 - (i) the indemnified party's use in accordance with this agreement of Intellectual Property Rights licensed to it by the indemnifying party

under clause 14.2;

- (ii) the receipt or use by the indemnified party of Inputs or other items or services provided by the indemnifying party in relation to a Project;

18.3 This indemnity shall not cover the indemnified party to the extent that a claim under it results from the indemnified party's negligence or wilful misconduct.

18.4 If any third party makes a claim, or notifies an intention to make a claim, against the indemnified party which may reasonably be considered likely to give rise to a liability under this indemnity (**Claim**), the indemnified party shall:

- (a) as soon as reasonably practicable, give written notice of the Claim to the indemnifying party, specifying the nature of the Claim in reasonable detail;
- (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party;
- (c) give the indemnifying party access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the indemnified party, so as to enable the indemnifying party and its professional advisers to examine them and to take copies (at the indemnifying party's expense) for the purpose of assessing the Claim; and

18.5 If a payment due from the indemnifying party under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the indemnified party shall be entitled to receive from the indemnifying party such amounts as shall ensure that the net receipt, after tax, to the indemnified party in respect of the payment is the same as it would have been were the payment not subject to tax.

19. Insurance

Each party is not required to maintain an insurance policy for this Project.

20. Limitation and exclusion of liability

20.1 Nothing in this agreement shall limit or exclude a party's liability:

- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- (b) for fraud or fraudulent misrepresentation;
- (c) for breach of any obligation as to title or quiet possession implied by statute; or
- (d) for any other act, omission, or liability which may not be limited or excluded by law;
- (e) [under the indemnity in clause 18.]

- 20.2 Subject to clause 20.1, neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the agreement.
- 20.3 Subject to clause 20.1, PARTY 1's total liability to the PARTY 2, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to HKD 10,000.
- 20.4 The parties expressly agree that if any limitation or provision contained or expressly referred to in this clause 20 is held to be invalid under any applicable statute or rule of law, it shall, to that extent, be deemed omitted in accordance with clause 28.

21. Termination of a Project

- 21.1 The grounds and procedures for terminating the agreement as a whole specified in clause 22 apply *mutatis mutandis* to a Project Schedule, and either party to a Project Schedule may terminate it in accordance with such clause.
- 21.2 For the purposes of this clause, notwithstanding clause 22.2, **material breach** in clause 22.1(b) in relation to a Project Schedule means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:
- (a) a substantial portion of a Project; or
 - (b) any of the obligations set out in clause 5.7. In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 21.3 PARTY 1 may terminate a Project Schedule on giving not less than one week's notice to the other party, provided that PARTY 1 refunds the net Charges received from PARTY 2 for the services provided under the Project Schedule. PARTY 2 may terminate a Project Schedule for convenience at any time, provided that PARTY 2 compensates PARTY 1 with HKD 10,000 or the product of the transactions on PARTY 1's platform related to PARTY 2 and HKD 1,000, whichever is higher. If, however, the Project Schedule specifies that no compensation is required provided that a party terminates the Project Schedule on or after a specified date (**specified date**), and a party terminates the Project Schedule on or after that specified date, no compensation is required.
- 21.4 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
 - (b) the provisions of clause 23 shall otherwise apply (*mutatis mutandis*) in relation to the Project Schedule.

22. Termination of agreement

- 22.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party:
- (a) if the other party fails to pay any amount due under this agreement on the due date for payment;
 - (b) if the other party commits a material 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 three days after being notified in writing to do so;
 - (c) if the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - (d) if the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
 - (e) if the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - (f) if 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 that other party (being a company, limited liability partnership or partnership);
 - (g) if an application is made to court, or an order is made, for the appointment of an inspector, or if a notice of intention to appoint an inspector is given or if an inspector is appointed, over the other party (being a company);
 - (h) if any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 22.1(d) to clause 22.1(g) (inclusive);
 - (i) if the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - (j) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy;
 - (k) if there is a change of control of the other party; or
 - (l) in accordance with clause 24.
- 22.2 For the purposes of clause 22.1(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:
- (a) a substantial portion of this agreement; or
 - (b) any of the obligations set out in clause 5.7. In deciding whether any breach

is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

22.3 PARTY 1 may terminate this agreement on giving not less than one week's notice to the other party, provided that PARTY 1 will refund the net Charges received from PARTY 2 for the services that have not yet been provided to PARTY 2. PARTY 2 may terminate this agreement for convenience at any time, provided that PARTY 2 compensates PARTY 1 with HKD 10,000 or the product of the transactions on PARTY 1's platform related to PARTY 2 and HKD 1,000, whichever is higher. If, however, no Project Schedule is effective when a party terminates this agreement, no compensation is required and this agreement terminates immediately.

23. Consequences of termination

23.1 On termination of this agreement, the following clauses shall continue in force:

- (a) clause 1 (Interpretation);
- (b) clause 9 (Invoicing and payment);
- (c) clause 10 (Set-off);
- (d) clause 11 (Confidentiality) [(subject to clause 11.8)];
- (e) clause 13 (Data protection);
- (f) clause 14 (Intellectual property);
- (g) clause 15 (Employees and non-solicitation);
- (h) clause 17.1(b) and clause 17.2 (Warranties);
- (i) clause 18 (Indemnity);
- (j) clause 19 (Insurance);]
- (k) clause 20 (Limitation and exclusion of liability);
- (l) clause 21.4 (Termination of a Project);
- (m) clause 23 (Consequences of termination);
- (n) clause 24 (Force majeure);
- (o) clause 27 (Notices);
- (p) clause 28 (Severance);
- (q) clause 29 (No partnership or agency);
- (r) clause 30 (Rights and remedies);
- (s) clause 31 (Inadequacy of damages);
- (t) clause 32 (Waiver);
- (u) clause 35 (Third party rights);
- (v) clause 38 (Entire agreement);

- (w) clause 39 (Mediation);
 - (x) clause 40 (Governing law); and
 - (y) clause 41 (Jurisdiction).
- 23.2 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 23.3 On termination of this agreement, each Project Schedule then in force at the date of such termination shall continue in full force and effect for the remainder of the applicable Project Period, unless earlier terminated in accordance with the terms of this agreement.
- 23.4 On termination of this agreement, unless such things are needed by it to perform its obligations under a Project Schedule (and only until the end of such time), PARTY 2 shall, and shall use all reasonable endeavours to procure that its Representatives shall, as soon as reasonably practicable:
- (a) return or destroy (as directed by the other party) any documents, handbooks, or other information or data provided to it by the other party for the purposes of this agreement. If reasonably required by the other party, it shall provide written evidence (in the form of a letter signed by it no later than seven days after termination of this agreement) that these have been destroyed and that it has not retained any copies of them; and
 - (b) return all of the equipment and materials, failing which, the other party may enter the relevant premises and take possession of them. Until these are returned or repossessed, that party shall be solely responsible for their safe-keeping.

24. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (excluding any incidents related to COVID-19). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for one week, the party not affected may terminate this agreement by giving written notice to the affected party.

25. Assignment and other dealings

- 25.1 Subject to clause 25.2, neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the

other party.

- 25.2 Either party may, after having given prior written notice to the other party, assign or subcontract any or all of its rights and obligations under this agreement to a member of its Group for so long as that company remains a member of the assignor's Group.

26. Variation

- 26.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 26.2 Any variation of this agreement agreed by the parties in accordance with clause 26.1 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.

27. Notices

- 27.1 A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address or email address given in this agreement or as otherwise notified in writing to other party or any other method that the other party acknowledged the receipt of the notice.
- 27.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28. Severance

- 28.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 28.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision⁵

29. No partnership or agency

Each party confirms it is acting on its own behalf and not for the benefit of any other person.

30. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

31. Inadequacy of damages

Without prejudice to any other rights or remedies that a party (**first party**) may have, the other party (**other party**) acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the other party. Accordingly, the first party 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.

32. Waiver

- 32.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 32.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

33. Language

This agreement is drafted in the English language. If this agreement is translated into any other language, the English language version shall prevail.

34. Counterparts

- 34.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 34.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

35. Third party rights

Except as expressly provided in clause 18.1, a person who is not a party to this agreement shall not have any rights to enforce any term of this agreement.

36. Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

37. Costs

Subject to clause 8, each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this agreement and any documents referred to in it.

38. Entire agreement

38.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

38.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this agreement.

39. Mediation

Mediation is not required.

40. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Hong Kong Special Administrative Region.

41. Jurisdiction

Each party irrevocably agrees that the courts of Hong Kong Special Administrative Region shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Project Schedule

Part 1 This Project Schedule is dated Date of Form Submission and made between:

Flowsophic Limited incorporated and registered in the Hong Kong Special Administrative Region (**Hong Kong**) with company number 2919449 (**Flowsophic**).

Tutorial Centre Specified in the Submitted Form incorporated and registered Hong Kong Special Administrative Region (**Tutorial Centre**).

Part 2 Background

(A) The parties have entered into a collaboration agreement dated Date of Form Submission (**agreement**), allowing the parties to collaborate on Projects (as defined in the agreement) where such Projects fall within the Focus (as defined in the agreement).

(B) In connection with the agreement, the parties have agreed to collaborate in accordance with this Project Schedule.

Part 3 Project provisions

The parties agree that:

1. Structure

- 1.1 This Project Schedule forms part of the agreement.
- 1.2 The terms and conditions of the agreement apply to this Project Schedule. Each party agrees that it shall perform its obligations set out in this Project Schedule in accordance with the agreement.
- 1.3 Unless otherwise defined in this Project Schedule, terms used in this Project Schedule shall have the meaning given to them in the agreement.

2. Description of Project

This project is part of the Flowsophic “Back to School” campaign, which aims to promote the discounts offered by partnering tutorial centres, including Tutorial Centre, to students and their parents. This is a large-scale marketing campaign by nature.

3. Term

The Project shall commence on Date of Form Submission and terminated in accordance with the agreement (**Project Period**). If the Project is terminated on or after Date of Notification from Flowsophic Limited (**specified date**), no compensation is required for the termination.

4. Inputs

The parties shall each provide the following Inputs in relation to the Project:

	Flowsopic	Tutorial Centre
Input	<ul style="list-style-type: none">• Marketing of the tutoring services• Hosting the website related to the discount(s)• Payment processing of the online payments on https://flowclass.io/	<ul style="list-style-type: none">• Inputs as Specified on the Form• Inputs as agreed by the Tutorial Centre, regardless of whether the agreement is reached in meetings, written documents, or electronic communication methods

5. Charges

The Charges that Tutorial Centre Specified in the Submitted Form shall pay Flowsopic are as follows:

- If Tutorial Centre is the subscriber of any of the Flowsopic service listed on <https://flowclass.io/pricing>, the charge is calculated by the product of Gross Merchandise Value of the transactions related to Tutorial Centre and 10%.
- Otherwise, the charge is calculated by the product of Gross Merchandise Value of the transactions related to Tutorial Centre and 20%.

6. Invoicing procedure

Flowsopic issues digital invoice(s) in relation to the Charges via email or other electronic methods.

7. Confidential information

The parties agree that this Project Schedule is Confidential Information (as defined in clause 11 of the agreement).

8. Additional terms

Tutorial Centre hereby confirms that it can legally provide its educational services in accordance with relevant laws of the Hong Kong Special Administrative Region.

Tutorial Centre must terminate this Project Schedule if it is unwilling or not able to provide the Inputs in accordance with the termination clause set out in the agreement.

Tutorial Centre authorizes Flowsopic to recruit students for its tutoring services.

Tutorial Centre must provide the tutoring services to those students recruited by Flowsopic,

provided that Flowsophic has confirmed that their payments for the tutoring services have been completed. If Tutorial Centre is unwilling or not able to provide the tutoring services to these students, Tutorial Centre must terminate this Project Schedule in accordance with the termination clause set out in the agreement.

Part 4 Project Schedule signatures

Signed for and on behalf of Tutorial Centre Specified in the Submitted Form:

[Signature on the Form]

Agreement Signed by Person who Sign on the Form for and on behalf of Tutorial Centre
Specified in the Submitted Form:

[Signature on the Form]