

Service Agreement

This Service Agreement ("Agreement") is made between KL Home Care Ltd. ("KL") and the Foreign Domestic Helper (the "FDH"):

The FDH (Mr./Ms./Mrs./Miss)

Passport/HKID Card No.: _____

FDH Corresponding Address:

Telephone No.: () _____

The Client's Name:

FDH Reference No.:

Client's Contractual Address:

Monthly Wage Accepted (HKD): _____

Monthly Food Allowance Accepted (HKD): _____

To take leave before commencement of the new contract (Leave Days: _____)

Mutually agreed to defer leave for not more than one year

Leave arrangement not applicable.

Proposed Date to Report Duty: _____

Employment History in Past Two Year (Optional)		
Name of Employer	Employment Period (MM/YY-MM/YY)	How did the Contract Ended

Date:

For and on behalf of
KL Home Care Ltd.

Confirmed and Accepted by:

Authorized Signature and Chop

Foreign Domestic Helper

Now it is hereby agreed that KL shall provide services for the placement of a FDH Employer (the "Client") and the corresponding application for a Hong Kong employment visa (the "employment visa") from the Immigration Department of Hong Kong SAR (the "ImmD") which the Foreign Domestic Helper (the "FDH") shall accept upon the following terms and conditions herein. The FDH also acknowledges the full awareness of the extent of this Agreement and has read and understood the terms and conditions herein on the front and back page.

1. METHOD OF PAYMENT



1. A sum of HK\$_____ (the "Commission"), which shall not be more than 10% of the FDH's first-month's wage received for successful job placement, shall be paid by the FDH, upon his/her receipt of first month's wage, to KL for the services provided hereof.

The Commission Clause 2.1 The Commission Clause 2.2 The Commission Clause 2.3

2. THE COMMISSION

The Commission shall refer to any one of the following services to be provided by KL:-

- 2.1 If the hired FDH is beyond Hong Kong or the hired FDH is in Hong Kong but must exit Hong Kong for the processing of employment visa in compliance to the rules and regulations of the ImmD or the FDH's country of origin's relevant government authority(s) at the date of this Agreement.

2.1.1 Placement to the Client (if applicable) and;

2.1.2 The Time Cost to prepare and refer the FDH to KL's Corresponding Overseas Employment Agency (the "COEA"), namely _____, at the FDH's home country, for the facilitation of exit processing (if applicable) and;

2.1.3 To assist the FDH's application for an employment visa and to notify the Client's preferred date of duty reporting to the FDH from time to time.

- 2.2 If the hired FDH is in Hong Kong and the hired FDH is "not" required to exit Hong Kong for the processing of employment visa in compliance to the rules and regulations of the ImmD and the FDH's country of origin's relevant government authority(s) at the date of this Agreement.

2.2.1 Placement to the Client (if applicable) and;

2.2.2 The Time Cost and Registration Cost to prepare and refer the FDH to KL's Corresponding Overseas Employment Agency (the "COEA"), namely _____, at the FDH's home country, for the facilitation of processing of continuous overseas employment at his/her respective consulate at Hong Kong (if applicable) and;

2.2.3 To assist the FDH's application for an employment visa and to notify the Client's preferred date of duty reporting to the FDH from time to time.

- 2.3 Renewal of Employment Contract between the Client and the FDH.

2.3.1 The Time Cost and Registration Cost to prepare and refer the FDH to the KL's Corresponding Overseas Employment Agency (the "COEA"), namely _____, at the FDH's home country, for the

facilitation of processing of continuous overseas employment at his/her respective consulate at Hong Kong (if applicable) and;

2.3.2 To assist the FDH's application for an employment visa.

3. APPLICATION PROCESSING AND PICK UP ARRANGEMENTS

3.1 The following terms and conditions will apply to the FDH's Application Processing and Pick Up Arrangements of General Services Clause 2.1:

3.1.1 In relation to General Services Clause 2.1, the FDH agrees, at any time and when necessary, to report to the COEA or any other offices designated by the COEA within two (2) days upon KL's instructions through any communication instruments registered by the FDH at KL. These instruments may include, but without limiting to, telephone calls, mail, email, SMS, Whatsapp, Viber and/or Facebook.

3.1.2 With specific reference to General Services 2.1, the FDH hereby agrees that it is the FDH's responsibility to collect the FDH's formal Hong Kong Identity Card upon his/her arrival at Hong Kong (if applicable).

3.2 The following terms and conditions will apply to the FDH's Application Processing and Pick Up Arrangements of General Services Clause 2.2:

3.2.1 If either the FDH or the Client has offered and the counter party has accepted the FDH to begin employment at the earliest possible schedule, the FDH agrees that the FDH employment visa approval date will be the commencement date of the FDH employment. As the FDH employment visa approval date is subject to the sole discretion of ImmD, the FDH agrees to report to KL's designated office within one (1) day after the said visa is issued by the aforementioned department and report to the Client's resident immediately thereafter, unless the FDH is instructed in writing otherwise; and

3.2.2 If either the FDH or the Client has offered and the counter party has accepted the FDH to take leave back to his/her place of origin after the commencement of the new employment contract, the FDH also agrees that the FDH's employment visa validity is subject to the sole discretion of the ImmD and the FDH may be required to return to the FDH's place of origin for no less than the dates specify under the granted condition of stay and other related rules and regulations. Under this circumstance, the FDH guarantees to return to Hong Kong to continue his/her employment on the date agreed with the Client and notify to KL upon the FDH's exit and return to Hong Kong; or

3.2.3 If either the FDH or the Client has offered and the counter party has accepted the FDH to take leave back to his/her place of origin before the commencement of the new employment contract, KL's obligation herein this Agreement is deemed to have been completed upon the employment visa approval by ImmD and the FDH agrees that KL is under no obligations whatsoever to arrange the FDH's departure and subsequent return to Hong Kong.

3.2.4 In relation to Clause 3.2.2 and 3.2.3 herein, the FDH agrees that KL shall not be responsible to ensure the Client will continue the employment with the FDH. The FDH is hereby warned that the Client may or may not accept the FDH's home leave at all. The FDH hereby agrees to hold KL and its employees, agents and associates harmless from all costs, penalties, damages and other losses incurred as the result of the Client's ceasing of employment with the FDH.

- 3.3 Referring to General Services Clause 2.1 and 2.2, the FDH is warned that reporting to duty is strictly prohibited under the laws of Hong Kong prior to the approval of an employment visa by the ImmD. The FDH agrees to hold KL and its employees, agents or associates harmless from all costs, penalties, damages and other losses incurred as the result of the FDH's acceptance to report duty prior to his/her employment visa approval, or successful completion of medical check up, or reporting to respective consulate or application for a Hong Kong Identity Card, whichever that may be applicable.
- 3.4 The following terms and conditions will apply to the FDH's Application Processing and Pick Up Arrangements of General Services Clause 2.1, 2.2 and 2.3:
- 3.4.1 The FDH understands and agrees that KL and its representative's processing of the employment visa is subjected to the approval of the FDH's country of origin's relevant government authority(s); whether it is in Hong Kong or elsewhere.
- 3.4.2 Owing to the laws/regulations of the FDH's country of origin, there may be a limited number of COEA(s) at the FDH's country of origin that collaborate with KL and/or its appointed representative(s) as define in Clause 7.5 herein for processing the FDH's employment visa. Each of the said COEA(s) at the FDH's country of origin may provide services to the FDH subject to the FDH's payment of service charges (the "Designated Third Party Services") at the amounts to be determined by the particular COEA(s) which is out of the control of KL.
- 3.4.3 KL does not make any representation or recommendation or assessment as to whether or not any of the Designated Third Party Services mentioned herein is/are suitable or applicable to any persons and thus shall not be held responsible in this regard. The FDH confirms that KL has advised the FDH, based on the FDH's own situation and specific needs, to seek Third Party Independent Advise in details on these Designated Third Party Services before signing this Service Agreement.
- 3.4.4 The FDH further agrees that refusal to adopt to these Designated Third Party Services may lead to the rejection and cancellation of services from the COEA which will cause this Service Agreement to be terminated in accordance to the Termination Clause 6 herein.

4. GENERAL MATTERS

- 4.1 The FDH hereby declares that he/she is an eligible FDH and is in good standing under the laws and regulations of Hong Kong SAR and the respective FDH's country of origin.
- 4.2 The FDH hereby agrees to accept to undertake all medical tests as required by KL and its COEA.
- 4.3 Subject to the FDH's timely submission of supporting documents and the FDH's timely reporting for processing, KL and its COEA will perform its services with reasonable care and skill to complete its obligations herein defined but KL and its COEA will not commit to any time schedule for the FDH to begin employment and time for performance by KL and its COEA shall not be of the essence of this Agreement.
- 4.4 The FDH hereby acknowledges receipt of a copy of the Standard Employment Contract (the "ID407") signed by himself or herself at the date of this agreement. And the FDH further agrees that the originally signed and copies of the ID 407, with signatories of both the FDH and Client, will be

delivered either at the date of this agreement, or at the time of the FDH's departure from country of origin, or when the FDH is required to report to ImmD for an Application for Change of Employer under ImmD Form ID522, or upon the Client's pick up, whichever that is appropriate. In the event where the FDH has not collected his/her original copy of the ID407 and any other relating documents from KL, KL shall have the rights to send these documents by ordinary post to the Client's address and KL shall not be responsible for any loss or damages during its transmission.

- 4.5 To improve our customer service experience, the FDH hereby authorize KL to have the rights to audio record all telephone conversations and video record all meetings in persons with the FDH (the "recordings"). The FDH further agrees that, as far as it is permitted under the laws of Hong Kong, that these recordings are strictly the properties of KL and no copy will be provided to the FDH under any circumstances whatsoever.
- 4.6 While the FDH should ensure that all information and supporting documents and items submitted to KL are complete, accurate and duly signed as applicable. KL has the right not to process any document or item if it is not complete, accurate or duly signed.
- 4.7 After the signing of this Agreement, if the FDH would like to amend any particulars of this Agreement, KL will review the said request on a case by case basis and may or may not agree to any alteration(s) or it may add special restrictions or exclusions to such amendment(s).
- 4.8 The FDH agrees that KL has the rights to retain all FDH's information and supporting documents for as it long as it deems necessary.
- 4.9 KL shall not return and has the right to destroy any documents relating to this Agreement.
- 4.10 The FDH agrees that KL is an employment agency responsible only for the General Service Clause 2 herein and KL will not be responsible and bear any responsibilities on any disputes between the Client and the FDH, including but not limiting to any labour and/or contractual disputes. The FDH should be responsible for all employment matters and act in compliance to the terms and conditions of ID407 and all related legislations.
- 4.11 The FDH hereby agree to report to his/her respective consulate for post arrival briefing seminar within one month after arrival at Hong Kong. As a condition of this agreement, the FDH shall hold KL and its COEA harmless in respect of any liability to KL and its COEA arising from the FDH's failure to attend to the said seminar.

5. REFUND

- 5.1 For Commission covering Clause 2.1, 2.2 and 2.3, the FDH shall not be entitled to any refund of Clause 1 under whatsoever circumstances.

6. TERMINATION

- 6.1 If there is default on the part of the FDH to provide KL with true and correct personal data and information for the purpose of enabling KL to comply with its obligations hereunder, then this Agreement shall be deemed to have been terminated by the FDH immediately and KL shall have the right to cease the processing of the corresponding Employment Contract signed between the Client and the FDH immediately.
- 6.2 KL may terminate this Agreement immediately if it reasonably considers that by continuing this Agreement, KL or the Client or the FDH may violate any law, regulation, code or court order of Hong Kong or at the FDH's country of origin.
- 6.3 If the FDH fails to follow the instructions of KL to provide the necessary FDH Documents and/or to personally attend to the respective local and/or overseas government authority(s) and/or any other



third party(s) on the pre-agreed time schedule(s) for the purpose of enabling KL to comply with its obligations hereunder, then this Agreement shall be deemed to have been terminated by the FDH immediately and KL shall have the right to cease the processing of the corresponding Employment Contract signed between the Client and the FDH.

6.4 The FDH shall have the right to terminate this Agreement and the corresponding Employment Contract signed between the Client and the FDH for any reason whatsoever by giving seven (7) days prior written notice to KL.

6.5 For the avoidance of doubt, if after the signing of this Agreement and the corresponding Employment Contract signed between the Client and the FDH and prior to the FDH's report to duty at the Client's contractual address at Hong Kong SAR, the Client shall, for any reason whatsoever, refuse to continue to employ the FDH or the Client's application is disapproved by ImmD or the respective foreign government authority(s), then this Agreement shall be deemed to have been terminated immediately and KL shall serve a written notice to the FDH's corresponding address as stated herein within fourteen (14) days from the date of termination. Upon the termination of this Agreement, neither party herein shall be further liable to each other in respect of the subject Agreement.

7. AUTHORIZATIONS

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7.1 For the performance of this Agreement, the FDH hereby authorizes and give his/her full consent to KL to have the custody and/or possession of his/her passport(s), termination/reference letter(s), original employment contract with the FDH's latest employer(s) and any other documents (collectively defined as the "FDH Documents"), which KL may deem necessary, to complete the processing of employment visa for the FDH with the Client. The FDH further declares that KL is under no obligation whatsoever to perform such custody and possession as aforesaid; and KL, and/or its employees, agents, associates and the Client, involved in the performance of this Agreement, shall not be responsible for any loss or damage to the FDH Documents. The FDH hereby agrees that he/she may withdrawal his/her FDH Documents from KL upon the completion of the application of employment visa or upon the termination of this Agreement as defined in Clause 6 herein or at any time he/she may prefer by giving 7 working days of prior written notice to KL.

7.2 The FDH authorizes KL to act on behalf of the FDH as and when necessary to ensure the performance of the obligations of this Agreement and to facilitate the FDH's application for employment visa in Hong Kong and exit permit(s) for departure from his/her country of origin and/or from his/her current place of domicile which shall include, but not limited to, corresponding with relevant local and foreign government departments and/or any other third party(s) either verbally and/or in writing.

7.3 The FDH agrees that KL is entitled to disclose and transfer from time to time all information about the FDH's information and business with KL to all or any of the following persons, whether in or outside Hong Kong :-

7.3.1 Any person when KL is compelled to make disclosure under the requirements of any law binding on it (whether in Hong Kong or elsewhere) or any Group Member and any other legal, governmental or regulatory authorities, whether in Hong Kong or elsewhere;

7.3.2 Any agent, contractor or third party service provider who provides administrative, data processing, telecommunications, computer, training, payment or debt collection or other services to KL in connection with the operation of its business;

- 7.3.3 Any other branch of KL or any KL Group Member;
- 7.3.4 Any nominee, trustee, co-trustee or other persons who are involved in, and for the purposes of, the provision of the services or products to the FDH and the FDH's Client or any auditor or legal advisor of KL;
- 7.3.5 Any employment related institution with which the FDH has, or proposes to have, dealings;
- 7.3.6 Consulates, medical centers, insurance company, accountants, credit reference agencies, debt collection agencies, consumer credit grantors, credit bureau, forums or discussion groups of public domain on the internet, governments (including all local and overseas governments) and departments thereof, and quasi governmental authorities, courts and tribunals (including those of overseas countries) of competent jurisdiction;
- 7.3.7 Any actual or proposed assignee of KL and any other company with which KL is to merge or which may be seeking to acquire all or any part of the KL's business or shares;
- 7.4 The FDH hereby declares that all information and supporting documents submitted to KL and its COEA are true and correct. If such information and supporting documents involves any third party(s), the FDH guarantees that written approval has been obtained from these respective parties for the Client's onward submission of such information to KL and its COEA to perform its obligations herein defined. As a condition of this agreement, the FDH shall hold KL and its COEA harmless in respect of any liability to KL and its COEA arising from any use of this information and/or supporting documents.
- 7.5 KL and its COEA is further authorized by the FDH to appoint any other employment agencies and/or third party(s) to act on behalf of KL and its COEA to perform its obligations under this Agreement in the sole discretion of KL. And KL shall not be responsible or liable for any loss, damage or expense caused by or resulting from any error, omissions, negligence or fraud or acts of any kind of the appointed employment agencies and/or third party(s).
- 7.6 The FDH has also assigned his/her official communication with the ImmD to the registered address of KL and/or to the KL's appointed employment agencies and/or third party(s).
- 7.7 The FDH hereby also agrees to the terms and conditions of KL's Privacy Policy Statement. For details, please visit <http://www.hlc.com.hk/dhelper/pps.jsp> . In case of queries about your personal data, please contact us at suggestion@hlc.com.hk .

8. LIABILITY

- 8.1 Notwithstanding anything to the contrary in this Agreement, KL shall not (in so far as it is permitted under the laws of the Hong Kong) be liable to the FDH and any other person by reason of any representation or implied warranty, condition or other term or any duty at law, or under the express terms of this Agreement, for any consequential loss or damage (whether for loss of profit or otherwise and whether occasioned by the negligence of KL and its COEA or its employees, agents, associates or the FDH) arising out of or in connection with any act or omission of KL and/or its COEA and/or the Client relating to the services provided pursuant to this Agreement.
- 8.2 For services rendered under the Commission Clause 2.1, 2.2 and 2.3, the FDH hereby declares that he/she is fully aware of the fact that the FDH may be subject to fees being levied by his/her country of origin's government authority(s) and/or legally authorized third party(s), from time to time, facilitating for their exit or for whom who has already exited from their country of origin to proceed for employment at Hong Kong SAR and KL will only reimburse for and on behalf of the Client, if applicable, the items upon the FDH's production of official and original receipt(s) to KL in case if the FDH has settled any of these fees personally which must fall within strict compliance to definition of fees and expenses as defined in Clause 7 and 8 of the Standard Employment Contract ("ID 407") signed between the Client and the FDH:

8.2.1 For FDH of Philippines Origin:

- (a) ID407 notarization fee at the FDH's respective consulate in Hong Kong;
- (b) ImmD FDH employment visa fee;
- (c) A one-way in bound special fare air-ticket and/or ferry ticket and/or bus ticket for the FDH to travel to any one of KL's Hong Kong offices;
- (d) Overseas Employment Certificate ("OEC") issued by the POEA or OFW Card issued by DOLE;
- (e) Pre-departure Orientation Seminar ("PDOS") by POEA;
- (f) 2 years of Membership Fees organized by OWWA;
- (g) A standard mandatory medical check up at the Philippines;
- (h) Mandatory Insurance for FDH at his/her country of origin.

8.2.2 For FDH of Indonesia Origin:

- (a) ID407 notarization fee at the FDH's respective consulate in Hong Kong;
- (b) ImmD FDH employment visa fee;
- (c) A one-way in bound special fare air-ticket and/or ferry ticket and/or bus ticket for the FDH to travel to any one of KL's Hong Kong offices;
- (d) KARTU TENAGA KERJA LUAR NEGERI ("eKTKLN");
- (e) PEMBEKALAN AKHIR PEMBERANGKATAN ("PAP") issued by BNP2TKI / BP3TKI;
- (f) Fiscal issued by DINAS TENAGA KERJA;
- (g) A standard mandatory medical check up at Indonesia;
- (h) Mandatory Insurance for FDH at his/her country of origin.

- 8.3 The FDH confirms that the Hong Kong Government and the FDH's foreign government authority(s) may, from time to time, change or amend the minimum allowable wage, travel and food allowance and/or other terms and conditions for the employment of a FDH (the "new terms and conditions of employment") during the application process. The FDH hereby agrees to fulfill these new terms and conditions of employment as and when required and will hold KL and its COEA and its employees, agents, associates harmless from all costs, penalties, damages and other losses incurred as the result of these new terms and conditions of employment.
- 8.4 The FDH agrees and accepts that KL does not provide legal, professional or career advice. Nothing in the Website(s) or the contents or materials and information available through KL's operated website(s) and social media site(s) and/or mail/email/SMS/Instant Message(s) and/or conversations by telephone or in person between the FDH and KL constitute legal, career or other professional advice. The FDH agrees that in no event will KL or its employees, agents or associates be liable for any decision made or action taken in reliance on these information for any consequential loss or damages.
- 8.5 The FDH hereby declares that the FDH is fully aware that the FDH's application for the issuance of the FDH's employment visa and the FDH's successful arrival to report duty at Hong Kong is determined solely by the discretion of ImmD and the FDH's country of origin's respective government authority(s). No guarantee or warranty is hereby given by KL that the FDH's application will be successfully approved and the FDH will report duty at the Client's Resident and KL and its COEA or its employees, agents, associates or the Client shall not be liable to the FDH and any other person for any loss or damage arising out of or in connection with the delays or refusal of the FDH's employment approval by the respective local or foreign government authority(s) and/or delays in transportation herein stated.

8.6 While KL has made every attempt to ensure that the employment terms and conditions offered by the Client are reliable, KL or its employees, COEA, agents, associates are not responsible for any errors or omissions in the Client's offer. And all information are provided on a "as is" basis, with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to any warranties and fitness for a particular purpose. The FDH hereby waive all claims against KL, its employees, COEA, agents, associates and shall hold its directors, employees, authorized representatives and COEA harmless from any and all liability for claims, damages (actual and/or consequential), costs and expenses, including but not limited to litigation costs and legal fees of every kind and nature, arising out of or in any way whatsoever concerned with this Agreement; whether these claims for the unpaid portion of the contractual wages, damages, costs and expenses are filed inside or outside Hong Kong SAR PRC.

9. FORCE MAJEURE

KL or its employees, COEA, agents, associates or the Client shall not be liable for any failure to comply with its obligations hereunder if such failure is due to any causes beyond its reasonable control including but without limiting the generality thereof, acts of God, acts of civil or military authority, labour disputes, fire, riot, civil commotions, war, floods, epidemics, delays in transportation or governmental restrictions.

10. EMPLOYMENT PRIOR TO VISA APPROVAL

The FDH acknowledges that KL has advised the FDH that it is an offence, on the part of both the Client and the FDH, for the FDH to commence employment with the Client prior to the grant by the ImmD of the FDH's Employment Visa for employment with the Client.

11. FDH'S LEGAL OBLIGATIONS AS A FOREIGN DOMESTIC HELPER

The FDH acknowledges that KL has explained to the FDH and the FDH fully understands the content of rights and responsibilities of ID407. The FDH also confirms that he/she has read KL's Video at KL (<https://www.hlc.com.hk/en/rl.html>) which briefs the FDH on his/her risks and obligations. The FDH further confirms that KL has briefed the FDH on his/her rights and obligations on Employment Ordinance (Cap.57), Immigration Ordinance (Cap. 115), and part of Personal Data (Privacy) Ordinance (Cap. 486), Sex Discrimination Ordinance (Cap. 480), Disability Discrimination Ordinance (Cap. 487), Family Status Discrimination Ordinance (Cap. 527) and Race Discrimination Ordinance (Cap. 602) that are employment related and the FDH acknowledges having been briefed on the Channels to seek assistance from the Hong Kong SAR Government and/or other related organisations if and when necessary. The FDH has also been advised to refer to the Labour Department's portal (<http://www.fdh.labour.gov.hk/>) when engaging with employment through an employment agent.

The FDH further affirms receipt of a copy of the sample Standard Employment Contract, ID407, in his/her mother language, Wage Receipt Form, Rest Day, Statutory Holidays and Annual Leave Receipt Form, Notification of Termination of Employment Contract with Foreign Domestic Helper (the "ID 407E"), Acknowledge of Wage Receipt for Completion or Termination of Standard Employment Contract, Copy of ID407 signed by the prospective employer and/or FDH, Copy of Visa/Extension of Stay Application Form for Domestic Helper from Aboard (the "ID988A"), Copy of Authorization Letter, Copy of Declaration Form and the publicity materials relating to FDH's rights and benefits which the FDH fully understood.

12. COMPLAINTS, COMPLIMENTS AND SUGGESTIONS

KL aims to deliver the very best experience to all our FDHs and your feedback is very important to us which will help to identify areas for improvement. Please contact suggestion@hlc.com.hk.

13. CONFIDENTIALITY

13.1 Throughout and after the completion or termination of this Agreement, KL undertakes that it shall not disclose any of the FDH's information except with written consent herein stated or if directed to do so by a competent court of Hong Kong SAR.

13.2 Throughout and after the completion or termination of this Agreement, the FDH shall ensure that the personal details of the Client and his/her family members are kept confidential and secured at all times unless it is directed to do so by a regulatory agency/body or a competent court of Hong Kong SAR.

14. THIRD PARTY RIGHTS

Unless expressly provided to the contrary in the terms and conditions of this Agreement, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any of the terms and conditions in this Agreement. Notwithstanding any terms of this Agreement, the consent of any third party is not required for any amendment or variation (including any release or compromise of any liability), rescission or termination of this Agreement. Where third parties are conferred rights under this Agreement, those rights are not assignable or transferable.

15. FULL AGREEMENT

This Service Agreement sets out the full agreement between the FDH and KL. Any prior representations, warranties and negotiations whether expressed or implied, written or verbally conducted between the parties to this Agreement or the employees, agents or associates of either party shall be superseded by the terms and conditions of this Agreement.

16. GOVERNING LAW

16.1 Each of the clauses of the Agreement is severable and distinct from the others and, if at any time one or more of such clause is or becomes illegal, invalid or unenforceable in any respect under the laws of Hong Kong SAR, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

16.2 This Agreement shall be exclusively governed by and construed in accordance with the laws of Hong Kong SAR of the People's Republic of China for the purposes of determining or enforcing any claim arising hereunder.