

**THIS ADMINISTRATIVE SERVICE AGREEMENT** is made on the 30th day of January 2009

BETWEEN

- (1) **ORIENTAL CITY GROUP LIMITED**, a company incorporated in Hong Kong with limited liability whose registered office is situated at 2602 Golden Centre 188 Des Voeux Road Central Hong Kong ("**OCG (HK)**"); and
- (2) **ORIENTAL CITY GROUP CHINA LIMITED**, a company incorporated in the British Virgin Islands with limited liability whose registered office is situated at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and whose correspondence address in Hong Kong is situated at Room 505, 5<sup>th</sup> Floor, Nan Fung Tower, 173 Des Voeux Road Central & Nos.84 – 86 Connaught Road Central, Hong Kong ("**OCG (China)**").

(each referred to individually as a "**Party**" and together as "**Parties**")

**WHEREAS:-**

- (A) OCG (China), Oriental City Group Holdings Limited, Charm Act Group Limited, Oriental City Group Thailand Limited, Oriental City Group (Thailand) Company Limited, Oriental City Group (Hainan) Services Ltd. and any other subsidiaries of Oriental City Group Holdings Limited (together, the "**Group**") are principally engaged in cards and payments (including debit and credit cards) related businesses, namely co-branded card partnership business and card acceptance business in the People's Republic of China (the "**PRC**") and Thailand (the "**Business**").
- (B) To support the operation of the Business, OCG (China) is desirous of engaging OCG (HK) to provide certain administrative support services as more particularly described in the Schedule hereto and any other services as the Parties may from time to time agree to in writing (collectively, the "**Services**").
- (C) The Parties have accordingly agreed to enter into this Agreement in the manner hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

1. **DEFINITIONS**

In this Agreement, unless the context otherwise requires, the following words shall bear the following meanings set opposite to them respectively:

**Words**

**Meanings**

"Agreement"

this administrative service agreement and any

amendment, variation or supplemental thereto from time to time;

“Business Day”	means a day, other than a “general holiday” (as defined in the General Holidays Ordinance (Chapter 149 of the Laws of Hong Kong)), Saturday and any day on which a tropical cyclone warning No. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon, on which commercial banks are generally open for banking business in Hong Kong;
“Commencement Date”	1 February 2009;
“Expiry Date”	31 March 2011;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC; and
“Term”	the period of two (2) years and two (2) months commencing on the Commencement Date and ending on the Expiry Date (both dates inclusive) unless determined by either of the Parties pursuant to the provisions of this Agreement.

## **1. APPOINTMENT OF SERVICE PROVIDER**

- 1.1 OCG (China) hereby engages OCG (HK) to, and OCG (HK) hereby agrees to, provide the Services to the Group for the Term upon the terms and conditions hereinafter contained.
- 1.2 The Parties hereby further agree that OCG (China) shall be entitled at any time during the Term to (i) request for OCG (HK) to provide additional Services by serving a written notice on OCG (HK); and (ii) terminate any part of the then existing scope of the Services by serving a written notice on OCG (HK) provided that such termination shall not in any event affect the continued provision of the other part of the Services then being provided by OCG (HK) to OCG (China) pursuant to the terms of this Agreement. The monthly management fee is subject to downward adjustment in the event that the number of staff as set out in the Schedule to this Agreement is reduced.
- 1.3 For the avoidance of doubt, the Parties confirm that OCG (HK) shall for all purposes be an independent contractor of OCG (China) hereunder and shall not,

unless otherwise expressly provided in this Agreement or authorised by OCG (China) in any way or otherwise, be an agent of or in partnership with OCG (China).

- 1.4 Nothing in this Agreement shall create or be deemed to create the relationship of employer and employee between OCG (China) or other members of the Group on the one part and OCG (HK) or any of its employees on the other part.

**2. OCG (HK)'S OBLIGATIONS**

- 2.1 During the Term, OCG (HK) shall exercise, in the performance of the Services, all reasonable skill, care and diligence in conformity with the professional and normal standards of a competent services provider.

**3. OCG (CHINA)'S OBLIGATIONS**

- 3.1 In consideration of the Services provided by OCG (HK) hereunder, OCG (China) shall, subject to any adjustment to be made pursuant to Clause 1.2 hereof, pay to OCG (HK) a service fee at the rate of HK\$32,000 per month for the period from 1 February 2009 to 31 March 2009 and HK\$35,000 per month for remaining term which shall be payable by OCG (China) by cheque(s) or by direct transfer to the bank account maintained in the name of OCG (HK) within 14 Business Days upon OCG (China)'s receipt of the original invoice from OCG (HK) for each calendar month.

- 3.2 The monthly service fee of HK\$32,000 as set out in Clause 3.1 hereof represents the aggregate of the sum of (a) HK\$29,590 being service fee for the provision of human resources services (as more particularly described in the Schedule hereto) (the "HR Services") per month, (b) HK\$1,410 being service fee for the provision of general and administrative services (as more particularly described in the Schedule hereto) (the "GA Services") per month and (c) HK\$1,000 being service fee for the provision of office equipment (as more particularly described in the Schedule hereto) (the "OE Provision") per month.

- 3.3 The monthly service fee of HK\$35,000 as set out in Clause 3.1 hereof represents the aggregate of the sum of (a) HK\$32,500 being service fee for the HR Services per month, (b) HK\$1,500 being service fee for the GA Services per month and (c) HK\$1,000 being service fee for the OE Provision per month.

- 3.4 For the avoidance of doubt, the service fee for the provision of human resources services payable under this Clause 3 shall be inclusive of all Mandatory Provident Fund (MPF) payment and all the benefit payments under the Employment Ordinance (Chapter 57 of the laws of Hong Kong) and the 3 individuals as named in the Schedule hereto shall remain the employees of OCG (HK).

**4. CONFIDENTIALITY**

- 4.1 OCG (HK) shall not at any time during the term of this Agreement or thereafter disclose to any person any information of a confidential nature ("**Confidential**

**Information**”) relating to the business dealings, customers, affairs or trade secrets of the Group or its clients and as to any other matter which may come to OCG (HK)’s knowledge by reason of its appointment hereunder.

4.2 OCG (China) shall treat all information and documents obtained by it during its engagement of OCG (HK)’s services hereunder as strictly confidential and shall in no way divulge the same to any other third party.

4.3 Clauses 4.1 and 4.2 hereof shall not apply to the Confidential Information:-

- (a) which is or becomes public knowledge through no fault of OCG (HK); or
- (b) which is disclosed to OCG (HK) by a third party with good legal title thereto, but without restrictions on disclosure or use.

## 5. **NON-ASSIGNABILITY**

OCG (HK) shall not assign or transfer this Agreement or any part of it to any other third party without OCG (China)’s prior written approval.

## 6. **TERMINATION**

6.1 This Agreement and the engagement of OCG (HK) hereunder shall continue in force during the Term until terminated by either Party giving to the other Party not less than thirty (30) days’ prior notice in writing.

6.2 Upon the termination of this Agreement, OCG (HK) shall forthwith hand over to OCG (China) all records and documents in the possession of OCG (HK) in its capacity as service provider hereunder.

## 7. **NOTICES**

Any notice, report or instruction required or permitted to be given hereunder may be delivered in person to the offices of the Parties as set forth herein or delivered by prepaid registered mail or by facsimile transmission or by electronic mail to the Parties at the following addresses or such other address as may be notified by either Party from time to time.

To: OCG (HK) 2602 Golden Centre 188 Des Voeux Road Central  
Hong Kong  
Attention: Ms. Mandy Cheng  
Email : mandy.cheng@ocg.com.hk

To: OCG (China) 505, 5<sup>th</sup> Floor, Nan Fung Tower, 173 Des Voeux  
Road Central, Hong Kong  
Attention: Mr. Andy Sung Hak Keung  
Fax: 2546 3330  
Email: andy.sung@ocg.com.hk

Such notice, report or instruction shall be deemed to have been served in the case of a registered letter at the expiration of five days after posting and in the case of facsimile transmission, immediately on despatch and if delivered outside normal business hours of the addressee it shall be deemed to have been received at the next time after delivery when normal business hours commence and in the case of facsimile transmission on the business day after the receipt thereof. Evidence that the notice or report or instruction was properly addressed, stamped and put into the post shall be conclusive evidence of posting.

**8. ENTIRE AGREEMENT**

This Agreement supersedes any and all prior agreement entered into prior to the date of this Agreement between the Parties in respect of and in connection with the matters set forth hereinabove whether written or oral and any such prior agreements shall have no contractual or legal standing and shall be rendered null and void.

**9. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong.

**10. ARBITRATION**

- 10.1 All disputes or differences between the Parties in connection with or arising out of this Agreement during the term of this Agreement which cannot be settled by amicable means shall be referred to arbitration under the Domestic Arbitration Rules of the Hong Kong International Arbitration Centre by one arbitrator in accordance with the said Rules as a domestic arbitration. The decision of the arbitrator shall be final and binding on the Parties.
- 10.2 The venue of arbitration under or pursuant to this Agreement shall be Hong Kong. The language of the arbitration shall be in English.
- 10.3 The reference to arbitration under this Clause shall be a domestic arbitration for the purposes of Part II of the Arbitration Ordinance (Cap.341).
- 10.4 Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and/or an order of enforcement (as the case may be).
- 10.5 The Parties hereto hereby agree that performance of the duties and obligations as set out in this Agreement shall continue during or by reason of any arbitration proceedings.

**11. PROCESS AGENT**

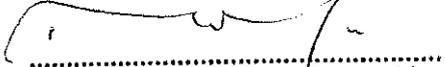
OCG (China) hereby irrevocably authorises and appoints Mr. Andy Sung Hak Keung of 505, 5<sup>th</sup> Floor, Nan Fung Tower, 173 Des Voeux Road Central, Hong Kong (or such other person(s), being resident in Hong Kong, as it may from time to time appoint as its agent(s) and notify to OCG (HK)) to accept service of all legal process arising out or in connection with this Agreement and service on Mr. Andy Sung Hak Keung (or such substitute(s)) shall be deemed to be service on OCG (China).

**12. SEVERABILITY**

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of all other provisions (and, if applicable, the remainder of the provision in question) shall not be affected.

AS WITNESS whereof this Agreement has been duly executed on the date first above written.

SIGNED by Mr. Yu Chun Fai  
its sole director for and on behalf of  
**ORIENTAL CITY GROUP LIMITED**  
in the presence of :-

) For and on behalf of  
) **ORIENTAL CITY GROUP LIMITED**  
) 奧思知集團有限公司  
)   
) .....  
Authorized Signature(s)

SIGNED by Mr. Yu Chun Fai  
its sole director for and on behalf of  
**ORIENTAL CITY GROUP CHINA LIMITED**  
in the presence of :-

) For and on behalf of  
) **ORIENTAL CITY GROUP CHINA LIMITED**  
)   
) .....  
Authorized Signature(s)

## SCHEDULE

<b>Services</b>
<p><b>Human Resources</b> Sharing of salary expenses for staff, namely</p> <p><b>3 staff</b></p> <p>Ms. Cheng Man Yee, Mandy, Accountant Ms. Donna Chan, Executive Manager Mr. Choi Chak Wang, Senior IT Officer</p>
<p><b>Office and administrative</b> Provisional of general and administrative services Administration of the centralized Mandatory Provident Fund (MPF) enrolment and contribution for members of the Group</p>
<p><b>Office equipment</b> Provisional of office equipment 4 computers (IBM PC x 2, IBM Think Pad x 1, Compaq Notebook x 1) 1 fax machine (HP Lazer Jet 3200) 1 printer (HP color Laser Jet 4550N) 1 copier (Ricoh Aficio 2228C)</p>

Dated the 30th day of January 2009

**(1) ORIENTAL CITY GROUP LIMITED**

AND

**(2) ORIENTAL CITY GROUP CHINA LIMITED**

---

**ADMINISTRATIVE SERVICE AGREEMENT**

---

F. ZIMMERN & CO.  
Suites 1501-3, 15<sup>th</sup> Floor,  
Gloucester Tower,  
The Landmark,  
15 Queen's Road Central  
Central, Hong Kong  
Ref: PC/O2/2007