

Confidential
机密

Dated 2025
日期 2025 年 12 月 9 日

Sino-Ocean Service Holding Limited (1)
远洋服务控股有限公司

and
与

Sino-Ocean Group Holding Limited (2)
远洋集团控股有限公司

Master Operational Support Services
Agreement

运营支持服务总协议

^
NORTON ROSE FULBRIGHT

THIS AGREEMENT is made on December 9 2025 between:
本协议于 2025 年 12 月 9 日由下列双方订立:

- (1) **Sino-Ocean Service Holding Limited**, an exempted company incorporated in the Cayman Islands with limited liability with company number 361961 and registered as a registered non-Hong Kong company under Part 16 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) with business registration number 71890034, with its registered office at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands and with its principal place of business in Hong Kong at Suite 601, One Pacific Place, 88 Queensway, Hong Kong (**Party A**); and
远洋服务控股有限公司, 一家于开曼群岛注册成立的获豁免有限公司, 公司编号 361961, 并在香港根据《公司条例》(香港法例第 622 章) 第 16 部注册为注册非香港公司, 商业登记号码 71890034, 其注册办事处位于 Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands, 其香港主要营业地点位于香港金钟道 88 号太古广场一座 601 (“甲方”); 及
- (2) **Sino-Ocean Group Holding Limited**, a company incorporated in Hong Kong with limited liability with business registration number 37945938 with its registered office at Suite 601, One Pacific Place, 88 Queensway, Hong Kong (**Party B**).
远洋集团控股有限公司, 一家于香港注册成立的有限公司, 商业登记号码 37945938, 其注册办事处位于香港金钟道 88 号太古广场一座 601 (“乙方”)。

Whereas:

鉴于:

- (A) The shares of each of Party A and Party B are listed on the Main Board of The Stock Exchange of Hong Kong Limited (the **Stock Exchange**). Party B is a controlling shareholder (which has the meaning given to such term in the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the **Listing Rules**), as amended from time to time) of Party A. Pursuant to the Listing Rules, any transaction entered into between Party A and its subsidiaries (collectively the **Party A Group**, and each member referred to as a **Party A Group Member**) as a party, and Party B and its subsidiaries and associates (having the meaning under the Listing Rules) (collectively the **Sino-Ocean Group** (excluding, for the avoidance of doubt, the Party A Group), and each member referred to as a **Sino-Ocean Group Member**) as the other party, will constitute (as the case may be) a connected transaction or a continuing connected transaction of Party A, which must satisfy the relevant requirements of the Listing Rules.
甲方及乙方的股份均于香港联合交易所有限公司 (“联交所”) 主板上市。乙方为甲方的控股股东 (定义具有经不时修订的《香港联合交易所有限公司证券上市规则》 (“上市规则”) 赋予的涵义)。根据上市规则, 甲方及其附属公司 (统称“甲方集团”, 每一家成员公司为“甲方集团成员”) 与乙方、其附属公司及其联系人 (具有上市规则所赋予的涵义) (统称“远洋集团” (为免生疑问, 甲方集团不包括在内), 其每一家成员公司为“远洋集团成员”) 之间的交易将构成甲方的关连交易或持续关连交易 (视情况而定), 必须遵守上市规则的相关规定。
- (B) In order to satisfy the requirements for continuing connected transactions under the Listing Rules applicable to Party A, Party A (on behalf of each Party A Group Member) and Party B (on behalf of each Sino-Ocean Group Member) agree to enter into this Agreement.
为了符合上市规则对于甲方适用的持续关连交易的规定, 甲方 (代表每一家甲方集团成员) 及乙方 (代表每一家远洋集团成员) 同意订立本协议。
- (C) The Sino-Ocean Group Members agree to provide to the Party A Group Members, and the Party A Group Members agree to receive from the Sino-Ocean Group Members, the Services (as defined below) on the terms and conditions set out in this Agreement.
远洋集团成员同意依据本协议的条款和条件向甲方集团成员提供该服务 (定义见下文), 甲方集团成员也同意依据本协议的条款和条件从远洋集团成员接收该服务。

It is agreed as follows:

现双方协议如下:

1 Provision of the Services
提供服务

The Sino-Ocean Group Members shall provide the services set out in Schedule 1 (which may be supplemented or amended in writing from time to time by the parties hereto) (the **Services**) to the Party A Group Members in accordance with their needs from time to time, and on the terms and conditions of this Agreement. Such Services include, without limitation, such services as provided under any specific service agreement which has been or will have been entered into and become effective before the Effective Date (as defined below) of this Agreement, or will be entered into from time to time after the Effective Date or during the Period (as defined below).

远洋集团成员按甲方集团成员不时的需要和根据载于本协议中的条款及条件, 向甲方集团成员提供附录 1 中所载的(可经本协议方不时以书面补充或修订的)服务("该服务"), 包括但不限于本协议生效日(定义见下文)前已签订及生效的具体服务协议以及生效后及期限(定义见下文)内不时签订的其他具体服务协议所提供的服务。

2 Specific service agreements, placing orders and delivery
具体服务协议、订购和交付

- 2.1 A relevant Sino-Ocean Group Member shall provide the required Services to a relevant Party A Group Member in accordance with a purchase order, request or other confirmatory document (collectively the **Specific Service Agreement**) which is made by such relevant Party A Group Member from time to time and has been accepted by such relevant Sino-Ocean Group Member, and the relevant Party A Group Member shall accept the provision of the Services on the terms and conditions of the Specific Service Agreement. Prior to the execution of the Specific Service Agreement, the Sino-Ocean Group Member has a right (but no obligation) to accept the Party A Group Member's request for the Services of each and every type, and to provide to the Party A Group Member such Services as requested.

相关远洋集团成员须按由相关甲方集团成员不时发出的、并经相关远洋集团成员接受的购买该服务的订单或要求或其他确认性文件(总称"具体服务协议")提供所需的该服务予相关甲方集团成员, 而相关甲方集团成员应按具体服务协议的条款和条件接受该服务的提供。在签订相关具体服务协议之前, 该远洋集团成员有权(但无任何义务)接受该甲方集团成员关于获提供每一类别的该服务的要求, 并向该甲方集团成员提供其所要求的该服务。

- 2.2 This Agreement is a framework agreement, and each Specific Service Agreement is an ancillary agreement hereof. Unless otherwise stated herein, nothing contained in and no term of a Specific Service Agreement may contravene the terms of this Agreement. Each Specific Service Agreement shall clearly state the type, specification, scope, quantity, and date and place of delivery, of the Services requested by a relevant Party A Group Member. A relevant Sino-Ocean Group Member shall provide the Services to such Party A Group Member in accordance with the specification of the Services designated in the Specific Service Agreement.

本协议为框架协议, 每一份具体服务协议为本协议的附属合同。除本协议另有列明外, 具体服务协议的内容及条款不得违反本协议的条款。每一份有关的具体服务协议须注明相关甲方集团成员要求的该服务的类别、标准、范围、数量、交付时间及地点, 而相关远洋集团成员应按具体服务协议的指定服务标准向该甲方集团成员提供该服务。

3 Effectiveness and duration of this Agreement
本协议的生效及期限

- 3.1 Unless otherwise terminated earlier in accordance with clauses 3.2, 6 or 7.2 hereof, this Agreement shall have a fixed term commencing from January 1, 2026 or the date of the approval of independent shareholders obtained by Party A at an extraordinary general meeting to be convened in respect of this Agreement in accordance with the Listing Rules, whichever is later (the **Effective Date**) and ending on December 31, 2028 (the **Period**).

除非根据第 3.2 条、第 6 条或第 7.2 条被提早终止外, 否则本协议的固定期限为 2026 年 1 月 1 日或甲方于根据上市规则就本协议所召开的特别股东大会中取得独立股东批准当天(以较晚者为准)("生效日")起计至 2028 年 12 月 31 日当天终止("期限")。

3.2 During the Period, any party to this Agreement is entitled to terminate this Agreement by giving no less than thirty (30) days' written notice to the other party.
在期限内，本协议任何一方有权以给予本协议另一方不少于三十（30）天的书面通知终止本协议。

3.3 The provision of the Services by the Sino-Ocean Group Members to the Party A Group Members in accordance with this Agreement shall be subject to the following:
远洋集团成员根据本协议向甲方集团成员提供该服务时，应遵守以下规定：

- (a) during each of the following periods, the total amount payable by the Party A Group Members to the Sino-Ocean Group Members for the Services provided must not exceed the following caps:
于以下各期间，甲方集团成员就获提供的该服务而向远洋集团成员所付总金额将不得超逾下列上限：

<u>Period</u> <u>期间</u>	<u>Cap (RMB'000)</u> <u>上限（人民币千元）</u>
For the twelve months ending December 31, 2026 2026 年 12 月 31 日止十二个月	66,000
For the twelve months ending December 31, 2027 2027 年 12 月 31 日止十二个月	66,000
For the twelve months ending December 31, 2028 2028 年 12 月 31 日止十二个月	67,000

; and
； 以及

- (b) any Services provided and/or transactions effected under this Agreement must comply with applicable laws and regulations (including the Listing Rules).
根据本协议所提供的任何服务和 / 或所进行的交易，必须符合适用法律及法规（包括上市规则在内）的规定。

3.4 Party B agrees that, upon request of Party A, it will negotiate with Party A at such time as Party A considers appropriate, so as to enter into a new agreement to continue the provision of the Services after expiry of the Period, provided that the terms and conditions of the new agreement shall be no less favourable (to Party A) than the terms and conditions hereof and must be in compliance with the applicable laws and regulations (including the Listing Rules).
乙方同意在甲方提出要求时，在甲方认为合适的时间与其进行协商，以便订立新协议于期限结束后继续提供该服务，但新协议的条款和条件（对甲方而言）不应逊于本协议的条款和条件，而且必须符合适用法律及法规（包括上市规则在内）的规定。

4 Pricing and payment settlement 定价及结账

4.1 The terms and conditions on which a Sino-Ocean Group Member provides the Services to a Party A Group Member in accordance with a Specific Service Agreement shall be determined by the Sino-Ocean Group Member and the Party A Group Member with reference to (i) the cost paid by the Sino-Ocean Group Member to its independent suppliers and/or its labor costs based on relevant man hours; (ii) where available, the prevailing market prices charged by the Sino-Ocean Group Member to other customers for the same or similar services or (iii) where available, the prevailing market prices charged by third party service providers for the same or similar services in the market.
远洋集团成员按具体服务协议向甲方集团成员提供该服务的条款，须由相关远洋集团成员和甲方集团成员参考(i) 该远洋集团成员向其独立供应商支付的成本及 / 或其基于相关工时的劳工成本；(ii) 该远洋集团成员就相同或类似服务向其他客户收取的现行市场价格（倘有）；或(iii) 市场上第三方服务提供商就相同或类似服务收取的现行市场价格（倘有）拟定。

- 4.2 Unless otherwise agreed in writing by the parties hereto (including any Specific Service Agreement), the amounts for the Services provided under this Agreement must be settled in Renminbi. Under general circumstances, the payment terms must be agreed by a Party A Group Member and a Sino-Ocean Group Member on the principles of fairness and reasonableness.

除本协议双方另有书面协议（包括具体服务协议）外，根据本协议所提供的该服务须以人民币结账。一般情况下，甲方集团成员和远洋集团成员应当按照公平和合理原则约定付款条款。

5 Warranties and undertakings 保证及承诺

- 5.1 Each Sino-Ocean Group Member warrants to each Party A Group Member that the Services:

每家远洋集团成员向每家甲方集团成员保证该服务将：

- (a) will be duly delivered and provided in accordance with the terms and conditions of this Agreement and the relevant Specific Service Agreement; and
根据本协议的和有关具体服务协议的条款和条件被妥善地交付及提供；和
- (b) will satisfy the service specifications required by the relevant Party A Group Member.
符合相关甲方集团成员要求的服务规格。

- 5.2 Party B undertakes that, upon request of Party A, it will give the auditors (and other representatives) of Party A sufficient access to financial and other records and information of transactions of Party B and the Sino-Ocean Group Members relating to all ancillary agreements under this Agreement, so as to facilitate the auditors to provide a confirmation to the board of directors of Party A in accordance with Rule 14A.56 of the Listing Rules.

乙方承诺在甲方提出要求时，准许甲方的核数师（和其他代表）充分取阅由乙方及相关远洋集团成员与本协议的所有附属合同相关的交易的财务和其他记录和信息，以便核数师根据上市规则第 14A.56 条向甲方的董事会提供确认书。

6 Termination 终止

- 6.1 Upon occurrence of any of the following events, any party hereto may immediately terminate this Agreement by a written notice:

假如发生了以下任何事件，本协议其中一方可以实时以书面通知终止本协议：

- (a) the other party hereto commits a material breach of this Agreement which is capable of remedy but not remedied within 60 (sixty) days after receipt of a written notice setting out the details of such breach and requiring such breach to be remedied;
本协议另一方严重违反本协议的任何条文，并且在该违反可被补救的情况下，在收到提供了该违反的详尽细节和要求该违反被补救的书面通知后六十（60）天内，未能补救该违反；
- (b) an encumbrancer of the other party hereto takes possession of, or a receiver is appointed to deal with, the whole or any substantial part of such party's property or assets;
本协议另一方产权人取得该一方的所有或重大部份财产或资产的管有权，或者破产管理人已被委任处理该一方的所有或重大部份财产或资产；
- (c) the other party hereto is in liquidation (except for amalgamation or restructuring where it is conducted on the basis that the entity after amalgamation or restructuring validly agrees to be bound by or to assume such obligations imposed on such other party under this Agreement); or
本协议另一方进行清盘（除非是就合并或重组而言，而其形式是由该合并或重组所产生的单位有效地同意受在本协议下向该另一方加诸的责任所约束、或承受在本协议下向该另一方加诸的责任）；或
- (d) the other party hereto ceases or threatens to cease its business.
本协议另一方停止或威胁停止营业。

- 6.2 Upon termination of this Agreement, all rights and obligations under this Agreement (whether they are expressly stated, or have accrued, or have accrued by means of exercise or conduct or otherwise) shall lapse, cease and end, provided that, under all circumstances, nothing in this clause affects any right of any party under this Agreement against the other party which has accrued up to the date of termination of this Agreement.

当本协议被终止后，在本协议下的所有权利和责任（不论被明确地列载的、或不论已产生的、或通过行使、行为或在其它情况下产生的）将到期失效、停止及终结，惟在所有情况下，本条文不会影响本协议其中一方对另一方截至本协议终止日期所拥有及已产生的任何权利。

- 6.3 Termination of this Agreement does not affect the validity of any ancillary agreement which remains outstanding upon termination of this Agreement.

本协议的终止不影响终止时尚未履行完毕的附属合同的效力。

7 Force majeure **不可抗力**

- 7.1 If a party's failure or delay in performing any of its obligations under this Agreement is caused by or resulting from any reason beyond the reasonable control of such party, including but not limited to any form of strikes, terrorist activities, boycott or sanction, or acts of God, or measures of judicial authorities and/or legislative or administrative measures (including withdrawal of any governmental authorisation required by any party hereto to perform this Agreement), embargo, isolation and quarantine, riots, rebellions, wars whether declared or not, state of war, terrorist acts, at war, or any threat or danger incidental to any of the above, such party is not liable for any such failure or delay in performing its obligations.

假如本协议任何一方不履行或延迟履行其在本协议下的任何责任是由非该一方所能合理控制的任何原因所引致或导致的，包括但不限于：以任何形式发生的罢工、恐怖活动、抵制或制裁、或天灾、或司法机关的措施及/或立法或行政措施（包括本协议其中一方履行本协议所需的任何政府授权的撤回）、贸易禁令、检疫隔离、暴乱、叛乱、经宣告或未经宣告的战争、战争状况、恐怖主义行为、交战、或与任何上述有连带关系的危害或危险，该一方无须就该不履行或延迟履行负有任何责任。

- 7.2 If a party hereto fails to perform its obligation under this Agreement due to an occurrence of any of the above contingent events and such event or series of events resulting in such non-performance has subsisted for a continuous period of or over 6 months, the other party is entitled to terminate this Agreement by giving 1 month's written notice and, upon which, it is released from all its obligations under this Agreement.

当本协议的其中一方由于发生任何上文所载的或有事件未能履行其责任，并且当引致该一方该不履行的事件或一系列事件持续为期六个月或以上时，本协议另一方可在发出一个月书面通知后终止本协议，而该一方将被免除其在本协议下所规定的所有责任。

8 Confidentiality **保密**

- 8.1 Subject to clause 8.2, each party hereto shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to:

除根据第 8.2 条的规定外，本协议任何一方必须把订立或履行本协议所收到的或取得的与下列各项有关的资料全部保密：

- (a) the provisions of this Agreement;
本协议的条文；
- (b) the negotiations relating to this Agreement;
关于本协议的磋商；
- (c) the subject of this Agreement; or
本协议标的事宜；或
- (d) the other party to this Agreement.
本协议另一方。

8.2 A party hereto may disclose information which would otherwise be deemed confidential if and to the extent:

在下列情况下及范围内，本协议任何一方可以披露被视作保密的资料：

- (a) required by the law of any relevant jurisdiction;
任何相关司法管辖区的法律所规定；
- (b) required by any stock exchange (including the Stock Exchange) or any governmental or regulatory body to which such party is subject, whether or not such information disclosure requirement has the force of law;
任何有权监管该一方的证券交易所（包括联交所在内）或政府组织或监管组织所规定，而且不管有关信息披露的规定是否有法律效力；
- (c) disclosure is made to its professional advisers, auditors and bankers;
向该一方的专业顾问、核数师和往来银行披露；
- (d) the information has come into the public domain through no fault of that party; or
不是因为该一方违约而公众已经知道的资料；或
- (e) the other party has given, and has not unreasonably withheld or delayed to give, prior written approval to the disclosure.
另一方事先以书面批准披露资料，而且没有无理地拒发或延迟给予批准。

9 Severance 条文分割

9.1 Each provision of this Agreement is separate and severable from other provisions. It is the parties' intention that every provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law. If any part of a provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or law or regulation, such part of that provision shall to that extent be deemed not to form part of this Agreement, but the remaining parts of that provision and the remaining provisions of this Agreement shall remain full force and effect, and the validity, legality and enforceability thereof shall not be thereby affected or impaired, provided that nothing in this clause 9 will deny the parties' commercial intention and purpose of entering into this Agreement.

本协议各条文都是独立条文，可与其它条文分割。协议双方的意向是本协议各条文应在法律许可的最大范围内保持有效和可予执行。如有任何条文的任何部份根据任何成文法则或法律或规定，在任何范围内变成无效、不合法或不可执行，或于任何时间变成无效、不合法或不可执行，应视该条文相关部份不属于本协议的一部份，但该条文的其他部份和本协议所有其它条文继续有十足的效力和作用，不影响也无损其有效性、合法性和可执行性，但本第9条不会否定协议双方订立本协议的商业意图和目的。

9.2 If any provision of this Agreement is illegal or unenforceable because the effective period of this Agreement exceeds the period approved by a regulatory authority, such provision should be effective only within such period accepted by the regulatory authority, provided that the parties' commercial intention and purpose of entering into this Agreement should not be denied.

本协议的条文如因协议规定的有效期超出监管机构批准的期间而不合法或不可执行，该条文应该只在相关监管机构接纳的期间内有效，但这不否定协议双方订立本协议的商业意图和目的。

10 Other warranties 其它保证

Each party hereto shall, and shall use its best endeavours to procure that any third party shall, sign and deliver to the other party all such other legal instruments and documents, and take such other actions (including those actions necessary to satisfy the requirements of the Listing Rules), as necessary for it to execute, prove, confirm, supplement or amend any provision of this Agreement.

本协议任何一方应当签立和向另一方交付其它对执行、证明、确认、补充、修订本协议条文而言必要的法律文书和文件，并采取对上述各项必要的行动（包括但不限于对符合上市规则规定而言必要的行动），并且尽最大努力促使任何第三方签立和交付前述的法律文书和文件以及采取前述的行动。

11 **Time is of the essence**
时间是本协议的重要规定

Unless otherwise expressly stated herein, time is of the essence of a provision in this Agreement.
除本协议另有明文规定外，本协议列出的时间规定是协议的重要规定。

12 **Governing law**
管辖法律

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the People's Republic of China.
本协议受中华人民共和国法律管辖，并按其解释及执行。

13 **Arbitration**
仲裁

13.1 Any dispute arising out of the signing of this Agreement or in connection with or resulting from this Agreement shall be settled through friendly consultations between Party A and Party B.
因本协议的签署而产生的或与本协议有关的、或本协议所引致的任何争议须由本协议甲、乙双方友好协商解决。

13.2 A requesting party shall notify the other party of the occurrence of a dispute in a timely manner by giving a written notice which is dated and sets out the nature of such dispute. In the event that no settlement is reached through friendly consultation within 30 days from the date of notification, any party may submit the same to Beijing International Arbitration Court (BIAC) for arbitration which shall be conducted in Beijing in accordance with BIAC's arbitration rules (the **Arbitration Rules**) in effect at the time and this clause 13.
提出请求的一方应通过载有日期的通知，及时告知另一方发生了争议并说明争议的性质。若在该争议通知日期后的三十日内无法通过友好协商解决争议，则任何一方可以将该事项提交北京国际仲裁院（“仲裁院”）在北京由仲裁院根据其届时有有效的仲裁规则（“仲裁规则”）和本第 13 条进行仲裁。

13.3 Unless otherwise agreed between Party A and Party B, the language to be used in the arbitral proceedings and the relevant documents shall be Chinese.
仲裁程序和相关文件应使用中文进行，但甲、乙双方另有约定的除外。

13.4 An arbitral award rendered by BIAC pursuant to this clause 13 shall be in writing. It is final and binding on the parties, and where necessary, may be enforced by any court of competent jurisdiction. All parties shall make their best endeavours to procure the timely enforcement of any such arbitration award, and shall provide all necessary assistance for such purpose. The defeating party shall bear the costs of BIAC, arbitrators' fees, costs and expenses of arbitral proceedings, and all costs and expenses incurred from the enforcement of such arbitral award, including but not limited to reasonable legal fees and expenses. BIAC shall render decision on such fees of the parties not expressly provided for under this clause 13.
仲裁院根据本第 13 条作出的仲裁裁决应以书面形式作出，为终局裁决，对双方均有约束力，若必要，可在任何有管辖权的法院强制执行。双方应尽其最大努力使得任何该等仲裁裁决及时得以执行，并就此提供所有必要的协助。败诉一方应承担仲裁院的费用、仲裁员的费用、仲裁程序的费用和开支以及强制执行任何仲裁裁决的全部费用和开支，包括但不限于合理的律师费用和开支。仲裁院应就本第 13 条未明确规定的双方费用作出裁决。

13.5 Nothing in this clause 13 precludes any party from applying for any interim or injunctive remedy available under the relevant laws, including but not limited to pre-trial protection and injunction.
本第 13 条的上述规定不应阻止任何一方申请有关法律项下可行的临时或禁令救济，包括但不限于诉前保全措施及禁令。

14 **General**
一般条款

14.1 The parties hereto may enter into any separate agreement (including a Specific Service Agreement) from time to time, where required, for the performance of this Agreement. Any such separate agreement

shall form part of this Agreement. If there is any significant discrepancy between such separate agreement and this Agreement, this Agreement shall prevail.

本协议双方在有需要时，可不时就本协议的履行签订个别协议（包括具体服务协议），该等个别协议将成为本协议的一部份。当该等个别协议和本协议之间存在了明显歧义时，以本协议为准。

- 14.2 No amendment to, or alternation or revision of, this Agreement is permitted unless it is made in the form of a legal instrument signed by all parties hereto.
除非以本协议双方签署的法律文书作出，否则不得修订、修改或更改本协议。

- 14.3 The headings set out in this Agreement are inserted for convenience only and do not affect the interpretation of this Agreement.
本协议中的标题仅为了方便查阅并不影响本协议的诠释。

15 Notice
通知

- 15.1 All notices or written communication given under this Agreement must be in writing and in Chinese, and sent to the other party by post or by fax. A notice or written communication sent by first class air mail will be deemed to be given five days after posting, or in the case of fax, upon full receipt thereof. For the purpose of giving a notice or written communication, the relevant address, fax number and the contact person of the parties hereto are set out below:

根据本协议所发出的所有通知或书面通讯须以中文书写，并以邮寄或传真发送方式传送至本协议另一订约方。任何通知或书面通讯，如是以头等空邮发出的，在邮寄后第五天会被视为已经发出；或，如是以传真方式发送的，当全部被接收时，会被视为已经发出。就发送通知或书面通讯而言，本协议双方的有关地址、传真号码和联络人如下：

	<u>Address</u> 地址	<u>Fax number</u> 传真号码	<u>Contact person</u> 联络人
Sino-Ocean Service Holding Limited 远洋服务控股有限公司	Suite 601, One Pacific Place, 88 Queensway, Hong Kong 香港金钟道 88 号太古广场一座 601	(852) 2899 2006	Yang De Yong / SUM Pui Ying 杨德勇 / 沈培英
Sino-Ocean Group Holding Limited 远洋集团控股有限公司	Suite 601, One Pacific Place, 88 Queensway, Hong Kong 香港金钟道 88 号太古广场一座 601	(852) 2899 2006	WANG Honghui / SUM Pui Ying 王洪辉 / 沈培英

THIS AGREEMENT has been executed by the authorised representative of the parties on the date stated at the beginning hereof.

本协议由双方的各自授权代表于首页所载日期签署。

Schedule 1
附录 1

Particulars of the Services
该服务的详细资料

The Services mean:
该服务是指:

- Operational support services, including but not limited to engineering and construction services, decoration services, staff secondment and other supporting services; and
运营支持服务，包括但不限于工程及建造服务、装修服务、员工借调及其他支持服务；及 Technology support services, including supply of information technology systems and construction and/or maintenance services of systems

技术支持服务，包括供应信息技术系统及系统建设及/或维护服务

Execution Page
签署页

Signed by)	
由)	
For and on behalf of)	
Sino-Ocean Service Holding Limited)	
代表)	[已签署盖章]
远洋服务控股有限公司)	
签署)	
)	
Witness signature:)	
见证人签署:)	

[已签署盖章]

Confidential
机密

Dated 2025
日期 2025 年 12 月 9 日

Sino-Ocean Service Holding Limited (1)
远洋服务控股有限公司

and
与

Sino-Ocean Group Holding Limited (2)
远洋集团控股有限公司

Master Property Management Services
Agreement

物业管理服务总协议

^
NORTON ROSE FULBRIGHT

THIS AGREEMENT is made on December 9, 2025 between:
本协议于 2025 年 12 月 9 日由下列双方订立:

- (1) **Sino-Ocean Service Holding Limited**, an exempted company incorporated in the Cayman Islands with limited liability with company number 361961 and registered as a registered non-Hong Kong company under Part 16 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) with business registration number 71890034, with its registered office at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands and with its principal place of business in Hong Kong at Suite 601, One Pacific Place, 88 Queensway, Hong Kong (**Party A**); and
远洋服务控股有限公司, 一家于开曼群岛注册成立的获豁免有限公司, 公司编号 361961, 并在香港根据《公司条例》(香港法例第 622 章)第 16 部注册为注册非香港公司, 商业登记号码 71890034, 其注册办事处位于 Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands, 其香港主要营业地点位于香港金钟道 88 号太古广场一座 601 (“甲方”); 及
- (2) **Sino-Ocean Group Holding Limited**, a company incorporated in Hong Kong with limited liability with business registration number 37945938 with its registered office at Suite 601, One Pacific Place, 88 Queensway, Hong Kong (**Party B**).
远洋集团控股有限公司, 一家于香港注册成立的有限公司, 商业登记号码 37945938, 其注册办事处地址位于香港金钟道 88 号太古广场一座 601 (“乙方”)。

Whereas:

鉴于:

- (A) The shares of each of Party A and Party B are listed on the Main Board of The Stock Exchange of Hong Kong Limited (the **Stock Exchange**). Party B is a controlling shareholder (which has the meaning given to such term in the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the **Listing Rules**), as amended from time to time) of Party A. Pursuant to the Listing Rules, any transaction entered into between Party A and its subsidiaries (collectively the **Party A Group**, and each member referred to as a **Party A Group Member**) as a party, and Party B and its subsidiaries and associates (having the meaning under the Listing Rules) (collectively the **Sino-Ocean Group** (excluding, for the avoidance of doubt, the Party A Group), and each member referred to as a **Sino-Ocean Group Member**) as the other party, will constitute (as the case may be) a connected transaction or a continuing connected transaction of Party A, which must satisfy the relevant requirements of the Listing Rules.
甲方及乙方的股份均于香港联合交易所有限公司 (“联交所”) 主板上市。乙方为甲方的控股股东 (定义具有经不时修订的《香港联合交易所有限公司证券上市规则》 (“上市规则”) 赋予的涵义)。根据上市规则, 甲方及其附属公司 (统称“甲方集团”, 每一家成员公司为“甲方集团成员”) 与乙方、其附属公司及其联系人 (具有上市规则所赋予的涵义) (统称“远洋集团” (为免生疑问, 甲方集团不包括在内), 其每一家成员公司为“远洋集团成员”) 之间的交易将构成甲方的关连交易或持续关连交易 (视情况而定), 必须遵守上市规则的相关规定。
- (B) In order to satisfy the requirements for continuing connected transactions under the Listing Rules applicable to Party A, Party A (on behalf of each Party A Group Member) and Party B (on behalf of each Sino-Ocean Group Member) agree to enter into this Agreement.
为了符合上市规则对于甲方适用的持续关连交易的规定, 甲方 (代表每一家甲方集团成员) 及乙方 (代表每一家远洋集团成员) 同意订立本协议。
- (C) The Party A Group Members agree to provide to the Sino-Ocean Group Members, and the Sino-Ocean Group Members agree to receive from the Party A Group Members, the Services (as defined below) on the terms and conditions set out in this Agreement.
甲方集团成员同意依据本协议的条款和条件向远洋集团成员提供该服务 (定义见下文), 远洋集团成员也同意依据本协议的条款和条件从甲方集团成员接收该服务。

It is agreed as follows:

现双方协议如下:

1 Provision of the Services 提供该服务

The Party A Group Members shall provide the services set out in Schedule 1 (which may be supplemented or amended in writing from time to time by the parties hereto) (the **Services**) to the Sino-Ocean Group Members in accordance with their needs from time to time, and on the terms and conditions of this Agreement. Such Services include, without limitation, such services as provided under any specific service agreement which has been or will have been entered into and become effective before the Effective Date (as defined below) of this Agreement, or will be entered into from time to time after the Effective Date or during the Period (as defined below).

甲方集团成员按远洋集团成员不时的需要和根据载于本协议中的条款及条件, 向远洋集团成员提供附录 1 中所载的(可经本协议方不时以书面补充或修订的)服务(“该服务”), 包括但不限于本协议生效日(定义见下文)前已签订及生效的具体服务协议以及生效日后及期限(定义见下文)内不时签订的其他具体服务协议所提供的服务。

2 Specific service agreements, placing orders and delivery
具体服务协议、订购和交付

- 2.1 A relevant Party A Group Member shall provide the required Services to a relevant Sino-Ocean Group Member in accordance with a purchase order, request or other confirmatory document (collectively the **Specific Service Agreement**) which is made by such relevant Sino-Ocean Group Member from time to time and has been accepted by such relevant Party A Group Member, and the relevant Sino-Ocean Group Member shall accept the provision of the Services on the terms and conditions of the Specific Service Agreement. Prior to the execution of the Specific Service Agreement, the Party A Group Member has a right (but no obligation) to accept the Sino-Ocean Group Member's request for the Services of each and every type, and to provide to the Sino-Ocean Group Member such Services as requested.

相关甲方集团成员须按由相关远洋集团成员不时发出的、并经相关集团成员接受的购买该服务的订单或要求或其他确认性文件(总称“具体服务协议”)提供所需的该服务予相关远洋集团成员, 而相关远洋集团成员应按具体服务协议的条款和条件接受该服务的提供。在签订相关具体服务协议之前, 该甲方集团成员有权(但无任何义务)接受该远洋集团成员关于获提供每一类别的该服务的要求, 并向该远洋集团成员提供其所要求的该服务。

- 2.2 This Agreement is a framework agreement, and each Specific Service Agreement is an ancillary agreement hereof. Unless otherwise stated herein, nothing contained in and no term of a Specific Service Agreement may contravene the terms of this Agreement. Each Specific Service Agreement shall clearly state the type, specification, scope, quantity, and date and place of delivery of the Services requested by a relevant Sino-Ocean Group Member. A relevant Party A Group Member shall provide the Services to such Sino-Ocean Group Member in accordance with the specification of the Services designated in the Specific Service Agreement.

本协议为框架协议, 每一份具体服务协议为本协议的附属合同。除本协议另有列明外, 具体服务协议的内容及条款不得违反本协议的条款。每一份有关的具体服务协议须注明相关远洋集团成员要求的该服务的类别、标准、范围、数量、交付时间及地点, 而相关甲方集团成员应按具体服务协议的指定服务标准向该远洋集团成员提供该服务。

3 Effectiveness and duration of this Agreement
本协议的生效及期限

- 3.1 Unless otherwise terminated earlier in accordance with clauses 3.2, 6 or 7.2 hereof, this Agreement shall have a fixed term commencing from January 1, 2026 or the date of the approval of independent shareholders obtained by Party A at an extraordinary general meeting to be convened in respect of this Agreement in accordance with the Listing Rules, whichever is later (the **Effective Date**) and ending on December 31, 2028 (the **Period**).

除非根据第 3.2 条、第 6 条或第 7.2 条被提早终止外, 否则本协议的固定期限为 2026 年 1 月 1 日或甲方于根据上市规则就本协议所召开的特别股东大会中取得独立股东批准当天(以较晚者为准)(“生效日”)起计至 2028 年 12 月 31 日当天终止(“期限”)。

3.2 During the Period, any party to this Agreement is entitled to terminate this Agreement by giving no less than thirty (30) days' written notice to the other party.
在期限内，本协议任何一方有权以给予本协议另一方不少于三十（30）天的书面通知终止本协议。

3.3 The provision of the Services by the Party A Group Members to the Sino-Ocean Group Members in accordance with this Agreement shall be subject to the following:

甲方集团成员根据本协议向远洋集团成员提供该服务时，应遵守以下规定：

(a) during each of the following periods, the total amount payable by the Sino-Ocean Group Members to the Party A Group Members for the Services provided must not exceed the following caps:

于以下各期间，远洋集团成员就获提供的该服务而向甲方集团成员所付总金额将不得超逾下列上限：

<u>Period</u> 期间	<u>Cap (RMB'000)</u> 上限（人民币千元）
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For the twelve months ending December 31, 2026 2026 年 12 月 31 日止十二个月	100,000
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For the twelve months ending December 31, 2027 2027 年 12 月 31 日止十二个月	80,000
---	--------

For the twelve months ending December 31, 2028 2028 年 12 月 31 日止十二个月	75,000
---	--------

; and
： 以及

(b) any Services provided and/or transactions effected under this Agreement must comply with applicable laws and regulations (including the Listing Rules).

根据本协议所提供的任何服务和 / 或所进行的交易，必须符合适用法律及法规（包括上市规则在内）的规定。

3.4 Party B agrees that, upon request of Party A, it will negotiate with Party A at such time as Party A considers appropriate, so as to enter into a new agreement to continue the provision of the Services after expiry of the Period, provided that the terms and conditions of the new agreement must be in compliance with the applicable laws and regulations (including the Listing Rules).

乙方同意在甲方提出要求时，在甲方认为合适的时间与其进行协商，以便订立新协议于期限结束后继续提供该服务，但新协议的条款和条件必须符合适用法律及法规（包括上市规则在内）的规定。

4 Pricing and payment settlement 定价及结账

4.1 The terms and conditions on which a Party A Group Member provides the Services to a Sino-Ocean Group Member in accordance with a Specific Service Agreement shall be determined by the Party A Group Member and the Sino-Ocean Group Member with reference to (i) the nature, size and location of the relevant properties; (ii) the scope of the Services; (iii) the Party A Group Member's expected operational costs (including, among others, labor costs, material costs and administrative costs) in relation to the provision of the Services; and (iv) the fees charged by other property management service providers for similar services in respect of similar types of properties in the market. The fees charged by the Party A Group Member to the Sino-Ocean Group Member shall not be higher than the standard fees designated by the relevant regulatory authorities (if applicable), and the terms offered by the Party A Group Member to the Sino-Ocean Group Member shall not be less favourable to the Party A Group Member than terms offered by the Party A Group Member to its independent customers for the same or similar type and scope of property management services.

甲方集团成员按具体服务协议向远洋集团成员提供该服务的条款，须由相关甲方集团成员和远洋集团成员参考(i) 相关物业的性质、规模及位置；(ii) 该服务的范围；(iii) 该甲方集团成员提供该服务的预期经营成本（其中包括劳工成本、物料成本及行政成本）；及(iv) 其他物业管理服务提供商就市场上类似物业的

类似服务所收取的费用拟定。相关甲方集团成员向相关远洋集团成员收取的费用不得高于有关监管机关指定的标准费用（如适用），且相关甲方集团成员向相关远洋集团成员提供的条款对相关甲方集团成员而言不得逊于相关甲方集团成员就相同或类似类型和范围的物业管理服务向其独立客户提供的条款。

- 4.2 Unless otherwise agreed in writing by the parties hereto (including any Specific Service Agreement), the amounts for the Services provided under this Agreement must be settled in Renminbi. Under general circumstances, the payment terms must be agreed by a Party A Group Member and a Sino-Ocean Group Member on the principles of fairness and reasonableness.

除本协议双方另有书面协议（包括具体服务协议）外，根据本协议所提供的该服务须以人民币结账。一般情况下，甲方集团成员和远洋集团成员应当按照公平和合理原则约定付款条款。

- 4.3 In the event that any Sino-Ocean Group Member fails to pay any fees under this Agreement in accordance with the payment terms agreed between the Party A Group and Sino-Ocean Group, the Party A Group shall have the discretion to offset any such overdue amount with (a) any dividend distributable in respect of the shares of Party A indirectly held by Sino-Ocean Group; and (b) any fees or amount payable by the Party A Group to any Sino-Ocean Group Member in the ordinary and usual course of business.

如任何远洋集团成员未能根据甲方集团和远洋集团所约定的付款条款支付本协议项下的任何款项，甲方集团应有酌情权以下述款项抵销任何有关逾期款项：(a)可分派予远洋集团间接持有的甲方股份的任何股息；及(b)甲方集团于日常业务过程中应付予任何远洋集团成员的任何费用和款项。

5 Warranties and undertakings 保证及承诺

- 5.1 Each Party A Group Member warrants to each Sino-Ocean Group Member that the Services:

每家甲方集团成员向每家远洋集团成员保证该服务将：

- (a) will be duly delivered and provided in accordance with the terms and conditions of this Agreement and the relevant Specific Service Agreement; and
根据本协议的和有关具体服务协议的条款和条件被妥善地交付及提供；和
- (b) will satisfy the service specifications required by the relevant Sino-Ocean Group Member.
符合相关远洋集团成员要求的服务规格。

- 5.2 Party B undertakes that, upon request of Party A, it will give the auditors (and other representatives) of Party A sufficient access to financial and other records and information of transactions of Party B and the Sino-Ocean Group Members relating to all ancillary agreements under this Agreement, so as to facilitate the auditors to provide a confirmation to the board of directors of Party A in accordance with Rule 14A.56 of the Listing Rules.

乙方承诺在甲方提出要求时，准许甲方的核数师（和其他代表）充分取阅由乙方及相关远洋集团成员与本协议的所有附属合同相关的交易的财务和其他记录和信息，以便核数师根据上市规则第 14A.56 条向甲方的董事会提供确认书。

6 Termination 终止

- 6.1 Upon occurrence of any of the following events, any party hereto may immediately terminate this Agreement by a written notice:

假如发生了以下任何事件，本协议其中一方可实时以书面通知终止本协议：

- (a) the other party hereto commits a material breach of this Agreement which is capable of remedy but not remedied within 60 (sixty) days after receipt of a written notice setting out the details of such breach and requiring such breach to be remedied;
本协议另一方严重违反本协议的任何条文，并且在该违反可被补救的情况下，在收到提供了该违反的详尽细节和要求该违反被补救的书面通知后六十（60）天内，未能补救该违反；
- (b) an encumbrancer of the other party hereto takes possession of, or a receiver is appointed to deal with, the whole or any substantial part of such party's property or assets;

本协议另一方产权人取得该一方的所有或重大部份财产或资产的管有权，或者破产管理人已被委任处理该一方的所有或重大部份财产或资产；

- (c) the other party hereto is in liquidation (except for amalgamation or restructuring where it is conducted on the basis that the entity after amalgamation or restructuring validly agrees to be bound by or to assume such obligations imposed on such other party under this Agreement); or
本协议另一方进行清盘（除非是就合并或重组而言，而其形式是由该合并或重组所产生的单位有效地同意受在本协议下向该另一方加诸的责任所约束、或承受在本协议下向该另一方加诸的责任）；
或
- (d) the other party hereto ceases or threatens to cease its business.
本协议另一方停止或威胁停止营业。

- 6.2 Upon termination of this Agreement, all rights and obligations of the parties under this Agreement (whether they are expressly stated, or have accrued, or have accrued by means of exercise or conduct or otherwise) shall lapse, cease and end, provided that, under all circumstances, nothing in this clause affects any right of any party under this Agreement against the other party which has accrued up to the date of termination of this Agreement.

当本协议被终止后，本协议双方在本协议下的所有权利和责任（不论被明确地记载的、或不论已产生的、或通过行使、行为或在其它情况下产生的）将到期失效、停止及终结，惟在所有情况下，本条文不会影响本协议其中一方对另一方截至本协议终止日期所拥有及已产生的任何权利。

- 6.3 Termination of this Agreement does not affect the validity of any ancillary agreement which remains outstanding upon termination of this Agreement.

本协议的终止不影响终止时尚未履行完毕的附属合同的效力。

7 Force majeure **不可抗力**

- 7.1 If a party's failure or delay in performing any of its obligations under this Agreement is caused by or resulting from any reason beyond the reasonable control of such party, including but not limited to any form of strikes, terrorist activities, boycott or sanction, or acts of God, or measures of judicial authorities and/or legislative or administrative measures (including withdrawal of any governmental authorisation required by any party hereto to perform this Agreement), embargo, isolation and quarantine, riots, rebellions, wars whether declared or not, state of war, terrorist acts, at war, or any threat or danger incidental to any of the above, such party is not liable for any such failure or delay in performing its obligations.

假如本协议任何一方不履行或延迟履行其在本协议下的任何责任是由非该一方所能合理控制的任何原因所引致或导致的，包括但不限于：以任何形式发生的罢工、恐怖活动、抵制或制裁、或天灾、或司法机关的措施及/或立法或行政措施（包括本协议其中一方履行本协议所需的任何政府授权的撤回）、贸易禁令、检疫隔离、暴乱、叛乱、经宣告或未经宣告的战争、战争状况、恐怖主义行为、交战、或与任何上述有连带关系的危害或危险，该一方无须就该不履行或延迟履行负有任何责任。

- 7.2 If a party hereto fails to perform its obligation under this Agreement due to an occurrence of any of the above contingent events and such event or series of events resulting in such non-performance has subsisted for a continuous period of or over 3 months, the other party is entitled to terminate this Agreement by giving 1 month's written notice and, upon which, it is released from all its obligations under this Agreement.

当本协议的其中一方由于发生任何上文所载的或有事件未能履行其责任，并且当引致该一方该不履行的事件或一系列事件持续为期三个月或以上时，本协议另一方可在发出书面通知一个月后终止本协议，而该一方将被免除其在本协议下所规定的所有责任。

8 Confidentiality **保密**

- 8.1 Subject to clause 8.2, each party hereto shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to:
除根据第 8.2 条的规定外，本协议任何一方必须把订立或履行本协议所收到的或取得的与下列各项有关的资料全部保密：

- (a) the provisions of this Agreement;
本协议的条文;
- (b) the negotiations relating to this Agreement;
关于本协议的磋商;
- (c) the subject of this Agreement; or
本协议标的事宜; 或
- (d) the other party to this Agreement.
本协议另一方。

8.2 A party hereto may disclose information which would otherwise be deemed confidential if and to the extent:

在下列情况下及范围内, 本协议任何一方可以披露被视作保密的资料:

- (a) required by the law of any relevant jurisdiction;
任何相关司法管辖区的法律所规定;
- (b) required by any stock exchange (including the Stock Exchange) or any governmental or regulatory body to which such party is subject, whether or not such information disclosure requirement has the force of law;
任何有权监管该一方的证券交易所(包括联交所在内)或政府组织或监管组织所规定, 而且不管有关信息披露的规定是否有法律效力;
- (c) disclosure is made to its professional advisers, auditors and bankers;
向该一方的专业顾问、核数师和往来银行披露;
- (d) the information has come into the public domain through no fault of that party; or
不是因为该一方违约而公众已经知道的资料; 或
- (e) the other party has given, and has not unreasonably withheld or delayed to give, prior written approval to the disclosure.
另一方事先以书面批准披露资料, 而且没有无理地拒发或延迟给予批准。

9 Severance 条文分割

9.1 Each provision of this Agreement is separate and severable from other provisions. It is the parties' intention that every provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law. If any part of a provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or law or regulation, such part of that provision shall to that extent be deemed not to form part of this Agreement, but the remaining parts of that provision and the remaining provisions of this Agreement shall remain full force and effect, and the validity, legality and enforceability thereof shall not be thereby affected or impaired, provided that nothing in this clause 9 will deny the parties' commercial intention and purpose of entering into this Agreement.

本协议各条文都是独立条文, 可与其它条文分割。协议双方的意向是本协议各条文应在法律许可的最大范围内保持有效和可予执行。如有任何条文的任何部分根据任何成文法则或法律或规定, 在任何范围内变成无效、不合法或不可执行, 或于任何时间变成无效、不合法或不可执行, 应视该条文相关部分不属于本协议的一部分, 但该条文的其他部分和本协议所有其它条文继续有十足的效力和作用, 不影响也无损其有效性、合法性和可执行性, 但本第9条不会否定协议双方订立本协议的商业意图和目的。

9.2 If any provision of this Agreement is illegal or unenforceable because the effective period of this Agreement exceeds the period approved by a regulatory authority, such provision should be effective only within such period accepted by the regulatory authority, provided that the parties' commercial intention and purpose of entering into this Agreement should not be denied.

本协议的条文如因协议规定的有效期超出监管机构批准的期间而不合法或不可执行, 该条文应该只在相关监管机构接纳的期间内有效, 但这不否定协议双方订立本协议的商业意图和目的。

10 **Other warranties**
其它保证

Each party hereto shall, and shall use its best endeavours to procure that any third party shall, sign and deliver to the other party all such other legal instruments and documents, and take such other actions (including those actions necessary to satisfy the requirements of the Listing Rules), as necessary for it to execute, prove, confirm, supplement or amend any provision of this Agreement.

本协议任何一方应当签立和向另一方交付其它对执行、证明、确认、补充、修订本协议条文而言必要的法律文书和文件，并采取对上述各项必要的行动（包括但不限于对符合上市规则规定而言必要的行动），并且尽最大努力促使任何第三方签立和交付前述的法律文书和文件以及采取前述的行动。

11 **Time is of the essence**
时间是本协议的重要规定

Unless otherwise expressly stated herein, time is of the essence of a provision in this Agreement.
除本协议另有明文规定外，本协议列出的时间规定是协议的重要规定。

12 **Governing law**
管辖法律

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the People's Republic of China.

本协议受中华人民共和国法律管辖，并按其解释及执行。

13 **Arbitration**
仲裁

13.1 Any dispute arising out of the signing of this Agreement or in connection with or resulting from this Agreement shall be settled through friendly consultations between Party A and Party B.
因本协议的签署而产生的或与本协议有关的、或本协议所引致的任何争议须由本协议甲、乙双方友好协商解决。

13.2 A requesting party shall notify the other party of the occurrence of a dispute in a timely manner by giving a written notice which is dated and sets out the nature of such dispute. In the event that no settlement is reached through friendly consultation within 30 days from the date of notification, any party may submit the same to Beijing International Arbitration Court (**BIAC**) for arbitration which shall be conducted in Beijing in accordance with BIAC's arbitration rules (the **Arbitration Rules**) in effect at the time and this clause 13.
提出请求的一方应通过载有日期的通知，及时告知另一方发生了争议并说明争议的性质。若在该争议通知日期后的三十日内无法通过友好协商解决争议，则任何一方可以将该事项提交北京国际仲裁院（“仲裁院”）在北京由仲裁院根据其届时有效的仲裁规则（“仲裁规则”）和本第 13 条进行仲裁。

13.3 Unless otherwise agreed between Party A and Party B, the language to be used in the arbitral proceedings and the relevant documents shall be Chinese.
仲裁程序和相关文件应使用中文进行，但甲、乙双方另有约定的除外。

13.4 An arbitral award rendered by BIAC pursuant to this clause 13 shall be in writing. It is final and binding on the parties, and where necessary, may be enforced by any court of competent jurisdiction. All parties shall make their best endeavours to procure the timely enforcement of any such arbitration award, and shall provide all necessary assistance for such purpose. The defeating party shall bear the costs of BIAC, arbitrators' fees, costs and expenses of arbitral proceedings, and all costs and expenses incurred from the enforcement of such arbitral award, including but not limited to reasonable legal fees and expenses. BIAC shall render decision on such fees of the parties not expressly provided for under this clause 13.
仲裁院根据本第 13 条作出的仲裁裁决应以书面形式作出，为终局裁决，对双方均有约束力，若必要，可在任何有管辖权的法院强制执行。双方应尽其最大努力使得任何该等仲裁裁决及时得以执行，并就此提供所有必要的协助。败诉一方应承担仲裁院的费用、仲裁员的费用、仲裁程序的费用和开支以及强制执行任何仲裁裁决的全部费用和开支，包括但不限于合理的律师费用和开支。仲裁院应就本第 13 条未明确规定的双方费用作出裁决。

- 13.5 Nothing in this clause 13 precludes any party from applying for any interim or injunctive remedy available under the relevant laws, including but not limited to pre-trial protection and injunction.
本第 13 条的上述规定不应阻止任何一方申请有关法律项下可行的临时或禁令救济，包括但不限于诉前保全措施及禁令。

14 General 一般条款

- 14.1 The parties hereto may enter into any separate agreement (including a Specific Service Agreement) from time to time, where required, for the performance of this Agreement. Any such separate agreement shall form part of this Agreement. If there is any significant discrepancy between such separate agreement and this Agreement, this Agreement shall prevail.
本协议双方在有需要时，可不时就本协议的履行签订个别协议（包括具体服务协议），该等个别协议将成为本协议的一部份。当该等个别协议和本协议之间存在了明显分歧时，以本协议为准。
- 14.2 No amendment to, or alternation or revision of, this Agreement is permitted unless it is made in the form of a legal instrument signed by all parties hereto.
除非以本协议双方签署的法律文书作出，否则不得修订、修改或更改本协议。
- 14.3 The headings set out in this Agreement are inserted for convenience only and do not affect the interpretation of this Agreement.
本协议中的标题仅为了方便查阅并不影响本协议的诠释。

15 Notice 通知

- 15.1 All notices or written communication given under this Agreement must be in writing and in Chinese, and sent to the other party by post or by fax. A notice or written communication sent by first class air mail will be deemed to be given five days after posting, or in the case of fax, upon full receipt thereof. For the purpose of giving a notice or written communication, the relevant address, fax number and the contact person of the parties hereto are set out below:
根据本协议所发出的所有通知或书面通讯须以中文书写，并以邮寄或传真发送方式传送至本协议另一订约方。任何通知或书面通讯，如是以头等空邮发出的，在邮寄后第五天会被视为已经发出；或，如是以传真方式发送的，当全部被接收时，会被视为已经发出。就发送通知或书面通讯而言，本协议双方的有关地址、传真号码和联络人如下：

	<u>Address</u> 地址	<u>Fax number</u> 传真号码	<u>Contact person</u> 联络人
Sino-Ocean Service Holding Limited 远洋服务控股有限公司	Suite 601, One Pacific Place, 88 Queensway, Hong Kong 香港金钟道 88 号太古广场一座 601	(852) 2899 2006	Yang De Yong / SUM Pui Ying 杨德勇 / 沈培英
Sino-Ocean Group Holding Limited 远洋集团控股有限公司	Suite 601, One Pacific Place, 88 Queensway, Hong Kong 香港金钟道 88 号太古广场一座 601	(852) 2899 2006	WANG Honghui / SUM Pui Ying 王洪辉 / 沈培英

THIS AGREEMENT has been executed by the authorised representative of the parties on the date stated at the beginning hereof.

本协议由双方的各自授权代表于首页所载日期签署。

Schedule 1

附录 1

Particulars of the Services

该服务的详细资料

The Services mean:

该服务是指：

- Property management services (including but not limited to security, cleaning, greening, gardening and repair and maintenance services)
物业管理服务（包括但不限于保安、清洁、绿化、园艺及维修和保养服务）

Execution Page
签署页

Signed by)	
由)	
For and on behalf of)	
Sino-Ocean Service Holding Limited)	
代表)	[已签署盖章]
远洋服务控股有限公司)	
签署)	
)	
Witness signature:)	
见证人签署:)	

Signed by)	
由)	
For and on behalf of)	
Sino-Ocean Group Holding Limited)	
代表)	[已签署盖章]
远洋集团控股有限公司)	
签署)	
)	
Witness signature:)	
见证人签署:)	

Confidential
机密

Dated 2025
日期 2025 年 12 月 9 日

Sino-Ocean Service Holding Limited (1)
远洋服务控股有限公司

and
与

Sino-Ocean Group Holding Limited (2)
远洋集团控股有限公司

Master Pre-delivery Services Agreement

交付前服务总协议

 NORTON ROSE FULBRIGHT

THIS AGREEMENT is made on December 9 2025 between:
本协议于 2025 年 12 月 9 日由下列双方订立:

- (1) **Sino-Ocean Service Holding Limited**, an exempted company incorporated in the Cayman Islands with limited liability with company number 361961 and registered as a registered non-Hong Kong company under Part 16 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) with business registration number 71890034, with its registered office at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands and with its principal place of business in Hong Kong at Suite 601, One Pacific Place, 88 Queensway, Hong Kong (**Party A**); and
远洋服务控股有限公司, 一家于开曼群岛注册成立的获豁免有限公司, 公司编号 361961, 并在香港根据《公司条例》(香港法例第 622 章) 第 16 部注册为注册非香港公司, 商业登记号码 71890034, 其注册办事处位于 Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands, 其香港主要营业地点位于香港金钟道 88 号太古广场一座 601 (“甲方”); 及
- (2) **Sino-Ocean Group Holding Limited**, a company incorporated in Hong Kong with limited liability with business registration number 37945938 with its registered office at Suite 601, One Pacific Place, 88 Queensway, Hong Kong (**Party B**).
远洋集团控股有限公司, 一家于香港注册成立的有限公司, 商业登记号码 37945938, 其注册办事处地址位于香港金钟道 88 号太古广场一座 601 (“乙方”)。

Whereas:

鉴于:

- (A) The shares of each of Party A and Party B are listed on the Main Board of The Stock Exchange of Hong Kong Limited (the **Stock Exchange**). Party B is a controlling shareholder (which has the meaning given to such term in the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the **Listing Rules**), as amended from time to time) of Party A. Pursuant to the Listing Rules, any transaction entered into between Party A and its subsidiaries (collectively the **Party A Group**, and each member referred to as a **Party A Group Member**) as a party, and Party B and its subsidiaries and associates (having the meaning under the Listing Rules) (collectively the **Sino-Ocean Group** (excluding, for the avoidance of doubt, the Party A Group), and each member referred to as a **Sino-Ocean Group Member**) as the other party, will constitute (as the case may be) a connected transaction or a continuing connected transaction of Party A, which must satisfy the relevant requirements of the Listing Rules.
甲方的股份于香港联合交易所有限公司 (“联交所”) 主板上市。乙方为甲方的控股股东 (定义具有经不时修订的《香港联合交易所有限公司证券上市规则》 (“上市规则”) 赋予的涵义)。根据上市规则, 甲方及其附属公司 (统称“甲方集团”, 每一家成员公司为“甲方集团成员”) 与乙方、其附属公司及其联系人 (具有上市规则所赋予的涵义) (统称“远洋集团” (为免生疑问, 甲方集团不包括在内), 其每一家成员公司为“远洋集团成员”) 之间的交易将构成甲方的关连交易或持续关连交易 (视情况而定), 必须遵守上市规则的相关规定。
- (B) In order to satisfy the requirements for continuing connected transactions under the Listing Rules applicable to Party A, Party A (on behalf of each Party A Group Member) and Party B (on behalf of each Sino-Ocean Group Member) agree to enter into this Agreement.
为了符合上市规则对于甲方适用的持续关连交易的规定, 甲方 (代表每一家甲方集团成员) 及乙方 (代表每一家远洋集团成员) 同意订立本协议。
- (C) The Party A Group Members agree to provide to the Sino-Ocean Group Members, and the Sino-Ocean Group Members agree to receive from the Party A Group Members, the Services (as defined below) on the terms and conditions set out in this Agreement.
甲方集团成员同意依据本协议的条款和条件向远洋集团成员提供该服务 (定义见下文), 远洋集团成员也同意依据本协议的条款和条件从甲方集团成员接收该服务。

It is agreed as follows:

现双方协议如下:

1 Provision of the Services 提供该服务

The Party A Group Members shall provide the services set out in Schedule 1 (which may be supplemented or amended in writing from time to time by the parties hereto) (the **Services**) to the Sino-Ocean Group Members in accordance with their needs from time to time, and on the terms and conditions of this Agreement. Such Services include, without limitation, such services as provided under any specific service agreement which has been or will have been entered into and become effective before the Effective Date (as defined below) of this Agreement, or will be entered into from time to time after the Effective Date or during the Period (as defined below).

甲方集团成员按远洋集团成员不时的需要和根据载于本协议中的条款及条件, 向远洋集团成员提供附录1中所载的(可经本协议方不时以书面补充或修订的)服务(“该服务”), 包括但不限于本协议生效日(定义见下文)前已签订及生效的具体服务协议以及生效日后及期限(定义见下文)内不时签订的其他具体服务协议所提供的服务。

2 Specific service agreements, placing orders and delivery 具体服务协议、订购和交付

- 2.1 A relevant Party A Group Member shall provide the required Services to a relevant Sino-Ocean Group Member in accordance with a purchase order, request or other confirmatory document (collectively the **Specific Service Agreement**) which is made by such relevant Sino-Ocean Group Member from time to time and has been accepted by such relevant Party A Group Member, and the relevant Sino-Ocean Group Member shall accept the provision of the Services on the terms and conditions of the Specific Service Agreement. Prior to the execution of the Specific Service Agreement, the Party A Group Member has a right (but no obligation) to accept the Sino-Ocean Group Member's request for the Services of each and every type, and to provide to the Sino-Ocean Group Member such Services as requested.

相关甲方集团成员须按由相关远洋集团成员不时发出的、并经相关甲方集团成员接受的购买该服务的订单或要求或其他确认性文件(总称“具体服务协议”)提供所需的该服务予相关远洋集团成员, 而相关远洋集团成员应按具体服务协议的条款和条件接受该服务的提供。在签订相关具体服务协议之前, 该甲方集团成员有权(但无任何义务)接受该远洋集团成员关于获提供每一类别的该服务的要求, 并向该远洋集团成员提供其所要求的该服务。

- 2.2 This Agreement is a framework agreement, and each Specific Service Agreement is an ancillary agreement hereof. Unless otherwise stated herein, nothing contained in and no term of a Specific Service Agreement may contravene the terms of this Agreement. Each Specific Service Agreement shall clearly state the type, specification, scope, quantity, and date and place of delivery of the Services requested by a relevant Sino-Ocean Group Member. A relevant Party A Group Member shall provide the Services to such Sino-Ocean Group Member in accordance with the specification of the Services designated in the Specific Service Agreement.

本协议为框架协议, 每一份具体服务协议为本协议的附属合同。除本协议另有列明外, 具体服务协议的内容及条款不得违反本协议的条款。每一份有关的具体服务协议须注明相关远洋集团成员要求的该服务的类别、标准、范围、数量、交付时间及地点, 而相关甲方集团成员应按具体服务协议的指定服务标准向该远洋集团成员提供该服务。

3 Effectiveness and duration of this Agreement 本协议的生效及期限

- 3.1 Unless otherwise terminated earlier in accordance with clauses 3.2, 6 or 7.2 hereof, this Agreement shall have a fixed term commencing from January 1, 2026 or the date of the approval of independent shareholders obtained by Party A at an extraordinary general meeting to be convened in respect of this Agreement in accordance with the Listing Rules, whichever is later (the **Effective Date**) and ending on December 31, 2028 (the **Period**).

除非根据第3.2条、第6条或第7.2条被提早终止外, 否则本协议的固定期限为2026年1月1日或甲方于根据上市规则就本协议所召开的特别股东大会中取得独立股东批准当天(以较晚者为准)(“生效日”)起计至2028年12月31日当天终止(“期限”)。

3.2 During the Period, any party to this Agreement is entitled to terminate this Agreement by giving no less than thirty (30) days' written notice to the other party.
在期限内，本协议任何一方有权以给予本协议另一方不少于三十（30）天的书面通知终止本协议。

3.3 The provision of the Services by the Party A Group Members to the Sino-Ocean Group Members in accordance with this Agreement shall be subject to the following:

甲方集团成员根据本协议向远洋集团成员提供该服务时，应遵守以下规定：

(a) during each of the following periods, the total amount payable by the Sino-Ocean Group Members to the Party A Group Members for the Services provided must not exceed the following caps:

于以下各期间，远洋集团成员就获提供的该服务而向甲方集团成员所付总金额将不得超逾下列上限：

<u>Period</u> 期间	<u>Cap (RMB'000)</u> 上限（人民币千元）
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For the twelve months ending December 31, 2026 2026 年 12 月 31 日止十二个月	40,000
---	--------

For the twelve months ending December 31, 2027 2027 年 12 月 31 日止十二个月	32,000
---	--------

For the twelve months ending December 31, 2028 2028 年 12 月 31 日止十二个月	17,000
---	--------

; and
： 以及

(b) any Services provided and/or transactions effected under this Agreement must comply with applicable laws and regulations (including the Listing Rules).
根据本协议所提供的任何服务和 / 或所进行的交易，必须符合适用法律及法规（包括上市规则在内）的规定。

3.4 Party B agrees that, upon request of Party A, it will negotiate with Party A at such time as Party A considers appropriate, so as to enter into a new agreement to continue the provision of the Services after expiry of the Period, provided that the terms and conditions of the new agreement must be in compliance with the applicable laws and regulations (including the Listing Rules).
乙方同意在甲方提出要求时，在甲方认为合适的时间与其进行协商，以便订立新协议于期限结束后继续提供该服务，但新协议的条款和条件必须符合适用法律及法规（包括上市规则在内）的规定。

4 Pricing and payment settlement 定价及结账

4.1 The terms and conditions on which a Party A Group Member provides the Services to a Sino-Ocean Group Member in accordance with a Specific Service Agreement shall be determined by the Party A Group Member and the Sino-Ocean Group Member with reference to (i) the scope of the Services; (ii) the Party A Group Member's expected operational costs (including, among others, labor costs, material costs and administrative costs) in relation to the provision of the Services; and (iii) the fees charged by other pre-delivery service providers for similar services in the market. The terms offered by the Party A Group Member to the Sino-Ocean Group Member shall not be less favourable to the Party A Group than terms offered by the Party A Group Member to its independent customers for the same or similar type and scope of services.

甲方集团成员按具体服务协议向远洋集团成员提供该服务的条款，须由相关甲方集团成员和远洋集团成员参考(i) 该服务的范围；(ii) 该甲方集团成员提供该服务的预期经营成本（其中包括劳工成本、物料成本及行政成本）；及(iii) 其他交付前服务提供商就市场上类似服务所收取的费用拟定。相关甲方集团成员向相关远洋集团成员提供的条款对甲方集团而言不得逊于相关甲方集团成员就相同或相似类型及范围的服务向其独立客户提供的条款。

- 4.2 Unless otherwise agreed in writing by the parties hereto (including any Specific Service Agreement), the amounts for the Services provided under this Agreement must be settled in Renminbi. Under general circumstances, the payment terms must be agreed by a Party A Group Member and a Sino-Ocean Group Member on the principles of fairness and reasonableness.

除本协议双方另有书面协议（包括具体服务协议）外，根据本协议所提供的该服务须以人民币结账。一般情况下，甲方集团成员和远洋集团成员应当按照公平和合理原则约定付款条款。

- 4.3 In the event that any Sino-Ocean Group Member fails to pay any fees under this Agreement in accordance with the payment terms agreed between the Party A Group and Sino-Ocean Group, the Party A Group shall have the discretion to offset any such overdue amount with (a) any dividend distributable in respect of the shares of Party A indirectly held by Sino-Ocean Group; and (b) any fees or amount payable by the Party A Group to any Sino-Ocean Group Member in the ordinary and usual course of business.

如任何远洋集团成员未能根据甲方集团和远洋集团所约定的付款条款支付本协议项下的任何款项，甲方集团应有酌情权以下述款项抵销任何有关逾期款项：(a)可分派予远洋集团间接持有的甲方股份的任何股息；及(b)甲方集团于日常业务过程中应付予任何远洋集团成员的任何费用和款项。

5 Warranties and undertakings 保证及承诺

- 5.1 Each Party A Group Member warrants to each Sino-Ocean Group Member that the Services:

每家甲方集团成员向每家远洋集团成员保证该服务将：

- (a) will be duly delivered and provided in accordance with the terms and conditions of this Agreement and the relevant Specific Service Agreement; and
根据本协议的和有关具体服务协议的条款和条件被妥善地交付及提供；和
- (b) will satisfy the service specifications required by the relevant Sino-Ocean Group Member.
符合相关远洋集团成员要求的服务规格。

- 5.2 Party B undertakes that, upon request of Party A, it will give the auditors (and other representatives) of Party A sufficient access to financial and other records and information of transactions of Party B and the Sino-Ocean Group Members relating to all ancillary agreements under this Agreement, so as to facilitate the auditors to provide a confirmation to the board of directors of Party A in accordance with Rule 14A.56 of the Listing Rules.

乙方承诺在甲方提出要求时，准许甲方的核数师（和其他代表）充分取阅由乙方及相关远洋集团成员与本协议的所有附属合同相关的交易的财务和其他记录和信息，以便核数师根据上市规则第 14A.56 条向甲方的董事会提供确认书。

6 Termination 终止

- 6.1 Upon occurrence of any of the following events, any party hereto may immediately terminate this Agreement by a written notice:

假如发生了以下任何事件，本协议其中一方可实时以书面通知终止本协议：

- (a) the other party hereto commits a material breach of this Agreement which is capable of remedy but not remedied within 60 (sixty) days after receipt of a written notice setting out the details of such breach and requiring such breach to be remedied;
本协议另一方严重违反本协议的任何条文，并且在该违反可被补救的情况下，在收到提供了该违反的详尽细节和要求该违反被补救的书面通知后六十（60）天内，未能补救该违反；
- (b) an encumbrancer of the other party hereto takes possession of, or a receiver is appointed to deal with, the whole or any substantial part of such party's property or assets;
本协议另一方产权人取得该一方的所有或重大部份财产或资产的管有权，或者破产管理人已被委任处理该一方的所有或重大部份财产或资产；

(c) the other party hereto is in liquidation (except for amalgamation or restructuring where it is conducted on the basis that the entity after amalgamation or restructuring validly agrees to be bound by or to assume such obligations imposed on such other party under this Agreement); or
本协议另一方进行清盘（除非是就合并或重组而言，而其形式是由该合并或重组所产生的单位有效地同意受在本协议下向该另一方加诸的责任所约束、或承受在本协议下向该另一方加诸的责任）；或

(d) the other party hereto ceases or threatens to cease its business.
本协议另一方停止或威胁停止营业。

6.2 Upon termination of this Agreement, all rights and obligations of the parties under this Agreement (whether they are expressly stated, or have accrued, or have accrued by means of exercise or conduct or otherwise) shall lapse, cease and end, provided that, under all circumstances, nothing in this clause affects any right of any party under this Agreement against the other party which has accrued up to the date of termination of this Agreement.

当本协议被终止后，本协议双方在本协议下的所有权利和责任（不论被明确地列载的、或不论已产生的、或通过行使、行为或在其它情况下产生的）将到期失效、停止及终结，惟在所有情况下，本条文不会影响本协议其中一方对另一方截至本协议终止日期所拥有及已产生的任何权利。

6.3 Termination of this Agreement does not affect the validity of any ancillary agreement which remains outstanding upon termination of this Agreement.

本协议的终止不影响终止时尚未履行完毕的附属合同的效力。

7 Force majeure **不可抗力**

7.1 If a party's failure or delay in performing any of its obligations under this Agreement is caused by or resulting from any reason beyond the reasonable control of such party, including but not limited to any form of strikes, terrorist activities, boycott or sanction, or acts of God, or measures of judicial authorities and/or legislative or administrative measures (including withdrawal of any governmental authorisation required by any party hereto to perform this Agreement), embargo, isolation and quarantine, riots, rebellions, wars whether declared or not, state of war, terrorist acts, at war, or any threat or danger incidental to any of the above, such party is not liable for any such failure or delay in performing its obligations.

假如本协议任何一方不履行或延迟履行其在本协议下的任何责任是由非该一方所能合理控制的任何原因所引致或导致的，包括但不限于：以任何形式发生的罢工、恐怖活动、抵制或制裁、或天灾、或司法机关的措施及/或立法或行政措施（包括本协议其中一方履行本协议所需的任何政府授权的撤回）、贸易禁令、检疫隔离、暴乱、叛乱、经宣告或未经宣告的战争、战争状况、恐怖主义行为、交战、或与任何上述有连带关系的危害或危险，该一方无须就该不履行或延迟履行负有任何责任。

7.2 If a party hereto fails to perform its obligation under this Agreement due to an occurrence of any of the above contingent events and such event or series of events resulting in such non-performance has subsisted for a continuous period of or over 3 months, the other party is entitled to terminate this Agreement by giving 1 month's written notice and, upon which, it is released from all its obligations under this Agreement.

当本协议的其中一方由于发生任何上文所载的或有事件未能履行其责任，并且当引致该一方该不履行的事件或一系列事件持续为期三个月或以上时，本协议另一方可在发出书面通知一个月后终止本协议，而该一方将被免除其在本协议下所规定的所有责任。

8 Confidentiality **保密**

8.1 Subject to clause 8.2, each party hereto shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to:

除根据第 8.2 条的规定外，本协议任何一方必须把订立或履行本协议所收到的或取得的与下列各项有关的资料全部保密：

(a) the provisions of this Agreement;
本协议的条文；

- (b) the negotiations relating to this Agreement;
关于本协议的磋商;
- (c) the subject of this Agreement; or
本协议标的事宜; 或
- (d) the other party to this Agreement.
本协议另一方。

8.2 A party hereto may disclose information which would otherwise be deemed confidential if and to the extent:

在下列情况下及范围内, 本协议任何一方可以披露被视作保密的资料:

- (a) required by the law of any relevant jurisdiction;
任何相关司法管辖区的法律所规定;
- (b) required by any stock exchange (including the Stock Exchange) or any governmental or regulatory body to which such party is subject, whether or not such information disclosure requirement has the force of law;
任何有权监管该一方的证券交易所(包括联交所)或政府组织或监管组织所规定, 而且不管有关信息披露的规定是否有法律效力;
- (c) disclosure is made to its professional advisers, auditors and bankers;
向该一方的专业顾问、核数师和往来银行披露;
- (d) the information has come into the public domain through no fault of that party; or
不是因为该一方违约而公众已经知道的资料; 或
- (e) the other party has given, and has not unreasonably withheld or delayed to give, prior written approval to the disclosure.
另一方事先以书面批准披露资料, 而且没有无理地拒发或延迟给予批准。

9 Severance 条文分割

9.1 Each provision of this Agreement is separate and severable from other provisions. It is the parties' intention that every provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law. If any part of a provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or law or regulation, such part of that provision shall to that extent be deemed not to form part of this Agreement, but the remaining parts of that provision and the remaining provisions of this Agreement shall remain full force and effect, and the validity, legality and enforceability thereof shall not be thereby affected or impaired, provided that nothing in this clause 9 will deny the parties' commercial intention and purpose of entering into this Agreement.

本协议各条文都是独立条文, 可与其它条文分割。协议双方的意向是本协议各条文应在法律许可的最大范围内保持有效和可予执行。如有任何条文的任何部分根据任何成文法则或法律或规定, 在任何范围内变成无效、不合法或不可执行, 或于任何时间变成无效、不合法或不可执行, 应视该条文相关部分不属于本协议的一部分, 但该条文的其他部分和本协议所有其它条文继续有十足的效力和作用, 不影响也无损其有效性、合法性和可执行性, 但本第9条不会否定协议双方订立本协议的商业意图和目的。

9.2 If any provision of this Agreement is illegal or unenforceable because the effective period of this Agreement exceeds the period approved by a regulatory authority, such provision should be effective only within such period accepted by the regulatory authority, provided that the parties' commercial intention and purpose of entering into this Agreement should not be denied.

本协议的条文如因协议规定的有效期超出监管机构批准的期间而不合法或不可执行, 该条文应该只在相关监管机构接纳的期间内有效, 但这不否定协议双方订立本协议的商业意图和目的。

10 **Other warranties**
其它保证

Each party hereto shall, and shall use its best endeavours to procure that any third party shall, sign and deliver to the other party all such other legal instruments and documents, and take such other actions (including those actions necessary to satisfy the requirements of the Listing Rules), as necessary for it to execute, prove, confirm, supplement or amend any provision of this Agreement.

本协议任何一方应当签立和向另一方交付其它对执行、证明、确认、补充、修订本协议条文而言必要的法律文书和文件，并采取对上述各项必要的行动（包括但不限于对符合上市规则规定而言必要的行动），并且尽最大努力促使任何第三方签立和交付前述的法律文书和文件以及采取前述的行动。

11 **Time is of the essence**
时间是本协议的重要规定

Unless otherwise expressly stated herein, time is of the essence of a provision in this Agreement.
除本协议另有明文规定外，本协议列出的时间规定是协议的重要规定。

12 **Governing law**
管辖法律

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the People's Republic of China.

本协议受中华人民共和国法律管辖，并按其解释及执行。

13 **Arbitration**
仲裁

13.1 Any dispute arising out of the signing of this Agreement or in connection with or resulting from this Agreement shall be settled through friendly consultations between Party A and Party B.

因本协议的签署而产生的或与本协议有关的、或本协议所引致的任何争议须由本协议甲、乙双方友好协商解决。

13.2 A requesting party shall notify the other party of the occurrence of a dispute in a timely manner by giving a written notice which is dated and sets out the nature of such dispute. In the event that no settlement is reached through friendly consultation within 30 days from the date of notification, any party may submit the same to Beijing International Arbitration Court (**BIAC**) for arbitration which shall be conducted in Beijing in accordance with BIAC's arbitration rules (the **Arbitration Rules**) in effect at the time and this clause 13.

提出请求的一方应通过载有日期的通知，及时告知另一方发生了争议并说明争议的性质。若在该争议通知日期后的三十日内无法通过友好协商解决争议，则任何一方可以将该事项提交北京国际仲裁院（“仲裁院”）在北京由仲裁院根据其届时有效的仲裁规则（“仲裁规则”）和本第 13 条进行仲裁。

13.3 Unless otherwise agreed between Party A and Party B, the language to be used in the arbitral proceedings and the relevant documents shall be Chinese.

仲裁程序和相关文件应使用中文进行，但甲、乙双方另有约定的除外。

13.4 An arbitral award rendered by BIAC pursuant to this clause 13 shall be in writing. It is final and binding on the parties, and where necessary, may be enforced by any court of competent jurisdiction. All parties shall make their best endeavours to procure the timely enforcement of any such arbitration award, and shall provide all necessary assistance for such purpose. The defeating party shall bear the costs of BIAC, arbitrators' fees, costs and expenses of arbitral proceedings, and all costs and expenses incurred from the enforcement of such arbitral award, including but not limited to reasonable legal fees and expenses. BIAC shall render decision on such fees of the parties not expressly provided for under this clause 13.

仲裁院根据本第 13 条作出的仲裁裁决应以书面形式作出，为终局裁决，对双方均有约束力，若必要，可在任何有管辖权的法院强制执行。双方应尽其最大努力使得任何该等仲裁裁决及时得以执行，并就此提供所有必要的协助。败诉一方应承担仲裁院的费用、仲裁员的费用、仲裁程序的费用和开支以及强制执行任何仲裁裁决的全部费用和开支，包括但不限于合理的律师费用和开支。仲裁院应就本第 13 条未明确规定的双方费用作出裁决。

- 13.5 Nothing in this clause 13 precludes any party from applying for any interim or injunctive remedy available under the relevant laws, including but not limited to pre-trial protection and injunction.
本第 13 条的上述规定不应阻止任何一方申请有关法律项下可行的临时或禁令救济，包括但不限于诉前保全措施及禁令。

14 General
一般条款

- 14.1 The parties hereto may enter into any separate agreement (including a Specific Service Agreement) from time to time, where required, for the performance of this Agreement. Any such separate agreement shall form part of this Agreement. If there is any significant discrepancy between such separate agreement and this Agreement, this Agreement shall prevail.
本协议双方在有需要时，可不时就本协议的履行签订个别协议（包括具体服务协议），该等个别协议将成为本协议的一部份。当该等个别协议和本协议之间存在了明显歧义时，以本协议为准。
- 14.2 No amendment to, or alternation or revision of, this Agreement is permitted unless it is made in the form of a legal instrument signed by all parties hereto.
除非以本协议双方签署的法律文书作出，否则不得修订、修改或更改本协议。
- 14.3 The headings set out in this Agreement are inserted for convenience only and do not affect the interpretation of this Agreement.
本协议中的标题仅为了方便查阅并不影响本协议的诠释。

15 Notice
通知

- 15.1 All notices or written communication given under this Agreement must be in writing and in Chinese, and sent to the other party by post or by fax. A notice or written communication sent by first class air mail will be deemed to be given five days after posting, or in the case of fax, upon full receipt thereof. For the purpose of giving a notice or written communication, the relevant address, fax number and the contact person of the parties hereto are set out below:
根据本协议所发出的所有通知或书面通讯须以中文书写，并以邮寄或传真发送方式传送至本协议另一订约方。任何通知或书面通讯，如是以头等空邮发出的，在邮寄后第五天会被视为已经发出；或，如是以传真方式发送的，当全部被接收时，会被视为已经发出。就发送通知或书面通讯而言，本协议双方的有关地址、传真号码和联络人如下：

	<u>Address</u> 地址	<u>Fax number</u> 传真号码	<u>Contact person</u> 联络人
Sino-Ocean Service Holding Limited 远洋服务控股有限公司	Suite 601, One Pacific Place, 88 Queensway, Hong Kong 香港金钟道 88 号太古广场一座 601	(852) 2899 2006	Yang De Yong / SUM Pui Ying 杨德勇 / 沈培英
Sino-Ocean Group Holding Limited 远洋集团控股有限公司	Suite 601, One Pacific Place, 88 Queensway, Hong Kong 香港金钟道 88 号太古广场一座 601	(852) 2899 2006	WANG Honghui / SUM Pui Ying 王洪辉 / 沈培英

THIS AGREEMENT has been executed by the authorised representative of the parties on the date stated at the beginning hereof.

本协议由双方的各自授权代表于首页所载日期签署。

Schedule 1
附录 1

Particulars of the Services
该服务的详细资料

The Services mean:
该服务是指:

- Pre-delivery services (including but not limited to on-site cleaning, security inspection, repair and maintenance, parking management and other customer related services)
交付前服务（包括但不限于场地清洁、安保检查、维修保养、停车场管理以及其他客户相关服务）

Execution Page
签署页

Signed by)	
由)	
For and on behalf of)	
Sino-Ocean Service Holding Limited)	
代表)	[已签署盖章]
远洋服务控股有限公司)	
签署)	
)	
Witness signature:)	
见证人签署:)	

Signed by)	
由)	
For and on behalf of)	
Sino-Ocean Group Holding Limited)	
代表)	[已签署盖章]
远洋集团控股有限公司)	
签署)	
)	
Witness signature:)	
见证人签署:)	

Confidential
机密

Dated 2025
日期 2025 年 12 月 9 日

Sino-Ocean Service Holding Limited (1)
远洋服务控股有限公司

and
与

Sino-Ocean Group Holding Limited (2)
远洋集团控股有限公司

Master Consultancy and Other Value-
added Services Agreement

咨询及其他增值服务总协议

 NORTON ROSE FULBRIGHT

THIS AGREEMENT is made on December 9, 2025 between:
本协议于 2025 年 12 月 9 日由下列双方订立:

- (1) **Sino-Ocean Service Holding Limited**, an exempted company incorporated in the Cayman Islands with limited liability with company number 361961 and registered as a registered non-Hong Kong company under Part 16 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) with business registration number 71890034, with its registered office at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands and with its principal place of business in Hong Kong at Suite 601, One Pacific Place, 88 Queensway, Hong Kong (**Party A**); and
远洋服务控股有限公司, 一家于开曼群岛注册成立的获豁免有限公司, 公司编号 361961, 并在香港根据《公司条例》(香港法例第 622 章) 第 16 部注册为注册非香港公司, 商业登记号码 71890034, 其注册办事处位于 Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands, 其香港主要营业地点位于香港金钟道 88 号太古广场一座 601 ("甲方"); 及
- (2) **Sino-Ocean Group Holding Limited**, a company incorporated in Hong Kong with limited liability with business registration number 37945938 with its registered office at Suite 601, One Pacific Place, 88 Queensway, Hong Kong (**Party B**).
远洋集团控股有限公司, 一家于香港注册成立的有限公司, 商业登记号码 37945938, 其注册办事处位于香港金钟道 88 号太古广场一座 601 ("乙方")。

Whereas:

鉴于:

- (A) The shares of each of Party A and Party B are listed on the Main Board of The Stock Exchange of Hong Kong Limited (the **Stock Exchange**). Party B is a controlling shareholder (which has the meaning given to such term in the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the **Listing Rules**), as amended from time to time) of Party A. Pursuant to the Listing Rules, any transaction entered into between Party A and its subsidiaries (collectively the **Party A Group**, and each member referred to as a **Party A Group Member**) as a party, and Party B and its subsidiaries and associates (having the meaning under the Listing Rules) (collectively the **Sino-Ocean Group** (excluding, for the avoidance of doubt, the Party A Group), and each member referred to as a **Sino-Ocean Group Member**) as the other party, will constitute (as the case may be) a connected transaction or a continuing connected transaction of Party A, which must satisfy the relevant requirements of the Listing Rules, as amended from time to time.
甲方及乙方的股份均于香港联合交易所有限公司("联交所")主板上市。乙方为甲方的控股股东(定义具有经不时修订的《香港联合交易所有限公司证券上市规则》("上市规则")赋予的涵义)。根据上市规则, 甲方及其附属公司(统称"甲方集团", 每一家成员公司为"甲方集团成员")与乙方、其附属公司及其联系人(具有上市规则所赋予的涵义)(统称"远洋集团"(为免生疑问, 甲方集团不包括在内), 其每一家成员公司为"远洋集团成员")之间的交易将构成甲方的关连交易或持续关连交易(视情况而定), 必须遵守上市规则的相关规定。
- (B) In order to satisfy the requirements for continuing connected transactions under the Listing Rules applicable to Party A, Party A (on behalf of each Party A Group Member) and Party B (on behalf of each Sino-Ocean Group Member) agree to enter into this Agreement.
为了符合上市规则对于甲方适用的持续关连交易的规定, 甲方(代表每一家甲方集团成员)及乙方(代表每一家远洋集团成员)同意订立本协议。
- (C) The Party A Group Members agree to provide to the Sino-Ocean Group Members, and the Sino-Ocean Group Members agree to receive from the Party A Group Members, the Services (as defined below) on the terms and conditions set out in this Agreement.
甲方集团成员同意依据本协议的条款和条件向远洋集团成员提供该服务(定义见下文), 远洋集团成员也同意依据本协议的条款和条件从甲方集团成员接收该服务。

It is agreed as follows:

现双方协议如下:

1 Provision of the Services 提供该服务

The Party A Group Members shall provide the services set out in Schedule 1 (which may be supplemented or amended in writing from time to time by the parties hereto) (the **Services**) to the Sino-Ocean Group Members in accordance with their needs from time to time, and on the terms and conditions of this Agreement. Such Services include, without limitation, such services as provided under any specific service agreement which has been or will have been entered into and become effective before the Effective Date (as defined below) of this Agreement, or will be entered into from time to time after the Effective Date or during the Period (as defined below).

甲方集团成员按远洋集团成员不时的需要和根据载于本协议中的条款及条件, 向远洋集团成员提供附录1中所载的(可经本协议方不时以书面补充或修订的)服务(“该服务”), 包括但不限于本协议生效日(定义见下文)前已签订及生效的具体服务协议以及生效日后及期限(定义见下文)内不时签订的其他具体服务协议所提供的服务。

2 Specific service agreements, placing orders and delivery 具体服务协议、订购和交付

- 2.1 A relevant Party A Group Member shall provide the required Services to a relevant Sino-Ocean Group Member in accordance with a purchase order, request or other confirmatory document (collectively the **Specific Service Agreement**) which is made by such relevant Sino-Ocean Group Member from time to time and has been accepted by such relevant Party A Group Member, and the relevant Sino-Ocean Group Member shall accept the provision of the Services on the terms and conditions of the Specific Service Agreement. Prior to the execution of the Specific Service Agreement, the Party A Group Member has a right (but no obligation) to accept the Sino-Ocean Group Member's request for the Services of each and every type, and to provide to the Sino-Ocean Group Member such Services as requested.

相关甲方集团成员须按由相关远洋集团成员不时发出的、并经相关甲方集团成员接受的购买该服务的订单或要求或其他确认性文件(总称“具体服务协议”)提供所需的该服务予相关远洋集团成员, 而相关远洋集团成员应按具体服务协议的条款和条件接受该服务的提供。在签订相关具体服务协议之前, 该甲方集团成员有权(但无任何义务)接受该远洋集团成员关于获提供每一类别的该服务的要求, 并向该远洋集团成员提供其所要求的该服务。

- 2.2 This Agreement is a framework agreement, and each Specific Service Agreement is an ancillary agreement hereof. Unless otherwise stated herein, nothing contained in and no term of a Specific Service Agreement may contravene the terms of this Agreement. Each Specific Service Agreement shall clearly state the type, specification, scope, quantity, and date and place of delivery, of the Services requested by a relevant Sino-Ocean Group Member. A relevant Party A Group Member shall provide the Services to such Sino-Ocean Group Member in accordance with the specification of the Services designated in the Specific Service Agreement.

本协议为框架协议, 每一份具体服务协议为本协议的附属合同。除本协议另有列明外, 具体服务协议的内容及条款不得违反本协议的条款。每一份有关的具体服务协议须注明相关远洋集团成员要求的该服务的类别、标准、范围、数量、交付时间及地点, 而相关甲方集团成员应按具体服务协议的指定服务标准向该远洋集团成员提供该服务。

3 Effectiveness and duration of this Agreement 本协议的生效及期限

- 3.1 Unless otherwise terminated earlier in accordance with clauses 3.2, 6 or 7.2 hereof, this Agreement shall have a fixed term commencing from January 1, 2026 or the date of the approval of independent shareholders obtained by Party A at an extraordinary general meeting to be convened in respect of this Agreement in accordance with the Listing Rules, whichever is later (the **Effective Date**) and ending on December 31, 2028 (the **Period**).

除非根据第3.2条、第6条或第7.2条被提早终止外, 否则本协议的固定期限为2026年1月1日或甲方于根据上市规则就本协议所召开的特别股东大会中取得独立股东批准当天(以较晚者为准)(“生效日”)起计至2028年12月31日当天终止(“期限”)。

3.2 During the Period, any party to this Agreement is entitled to terminate this Agreement by giving no less than thirty (30) days' written notice to the other party.
在期限内，本协议任何一方有权以给予本协议另一方不少于三十（30）天的书面通知终止本协议。

3.3 The provision of the Services by the Party A Group Members to the Sino-Ocean Group Members in accordance with this Agreement shall be subject to the following:

甲方集团成员根据本协议向远洋集团成员提供该服务时，应遵守以下规定：

(a) during each of the following periods, the total amount payable by the Sino-Ocean Group Members to the Party A Group Members for the Services provided must not exceed the following caps:

于以下各期间，远洋集团成员就获提供的该服务而向甲方集团成员所付总金额将不得超逾下列上限：

<u>Period</u> <u>期间</u>	<u>Cap (RMB'000)</u> <u>上限（人民币千元）</u>
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For the twelve months ending December 31, 2026 2026 年 12 月 31 日止十二个月	101,000
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For the twelve months ending December 31, 2027 2027 年 12 月 31 日止十二个月	103,000
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For the twelve months ending December 31, 2028 2028 年 12 月 31 日止十二个月	126,000
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; and
； 以及

(b) any Services provided and/or transactions effected under this Agreement must comply with applicable laws and regulations (including the Listing Rules).
根据本协议所提供的任何服务和 / 或所进行的交易，必须符合适用法律及法规（包括上市规则在内）的规定。

3.4 Party B agrees that, upon request of Party A, it will negotiate with Party A at such time as Party A considers appropriate, so as to enter into a new agreement to continue the provision of the Services after expiry of the Period, provided that the terms and conditions of the new agreement must be in compliance with the applicable laws and regulations (including the Listing Rules).
乙方同意在甲方提出要求时，在甲方认为合适的时间与其进行协商，以便订立新协议于期限结束后继续提供该服务，但新协议的条款和条件必须符合适用法律及法规（包括上市规则在内）的规定。

4 Pricing and payment settlement 定价及结账

4.1 The terms and conditions on which a Party A Group Member provides the Services to a Sino-Ocean Group Member in accordance with a Specific Service Agreement shall be determined by the Party A Group Member and the Sino-Ocean Group Member with reference to (i) where applicable, the fees charged by the Party A Group Member to its independent customers for the same or similar type and scope of value-added services; or (ii) where the Party A Group has not provided the same or similar type and scope of value-added services to its independent customers, the Party A Group Member's expected costs (including, among others, labor costs, material costs and administrative costs) of providing the Services plus a profit margin to be agreed between the Party A Group Member and the Sino-Ocean Group Member, which shall be determined with reference to factors including but not limited to the type and scope of services to be provided, size of orders, the extent that the services are customised, the market environment etc. and generally such profit margin shall not be lower than average profit margin of the Party A Group's corresponding business sectors and/or the past profit margin charged by the Party A Group to independent customers and/or the average profit margin for the same or similar type and scope of services in the industry. The terms offered by the Party A Group Member to the Sino-Ocean Group Member shall not be less favourable to the Party A Group than terms

offered by the Party A Group Member to its independent customers for the same or similar type and scope of value-added services, where applicable.

甲方集团成员按具体服务协议向远洋集团成员提供该服务的条款，须由相关甲方集团成员和远洋集团成员参考(i) 该甲方集团成员就相同或相似类型及范围的增值服务向其独立客户收取的费用（倘适用）；或(ii) 倘甲方集团未向其独立客户提供相同或相似类型及范围的增值服务，该甲方集团成员提供该服务的预期成本（其中包括劳工成本、物料成本及行政成本）加上甲方集团成员与远洋集团成员公平协商的利润率，该利润率参考包括但不限于拟提供服务的类型及范围、订单规模、服务定制程度、市场环境等因素确定。且一般而言，该利润率为不低于甲方集团相关业务板块的平均利润率及/或甲方集团过往向独立客户收取之利润率及/或该相同或相似类型及范围的服务的行业平均利润率拟定。相关甲方集团成员向相关远洋集团成员提供的条款对甲方集团而言不得逊于相关甲方集团成员就相同或相似类型及范围的增值服务向其独立客户提供的条款（倘适用）。

- 4.2 Unless otherwise agreed in writing by the parties hereto (including any Specific Service Agreement), the amounts for the Services provided under this Agreement must be settled in Renminbi. Under general circumstances, the payment terms must be agreed by a Party A Group Member and a Sino-Ocean Group Member on the principles of fairness and reasonableness.

除本协议双方另有书面协议（包括具体服务协议）外，根据本协议所提供的该服务须以人民币结账。一般情况下，甲方集团成员和远洋集团成员应当按照公平和合理原则约定付款条款。

- 4.3 In the event that any Sino-Ocean Group Member fails to pay any fees under this Agreement in accordance with the payment terms agreed between the Party A Group and Sino-Ocean Group, the Party A Group shall have the discretion to offset any such overdue amount with (a) any dividend distributable in respect of the shares of Party A indirectly held by Sino-Ocean Group; and (b) any fees or amount payable by the Party A Group to any Sino-Ocean Group Member in the ordinary and usual course of business.

如任何远洋集团成员未能根据甲方集团和远洋集团所约定的付款条款支付本协议项下的任何款项，甲方集团应有酌情权以下述款项抵销任何有关逾期款项：(a)可分派予远洋集团间接持有的甲方股份的任何股息；及(b)甲方集团于日常业务过程中应付予任何远洋集团成员的任何费用和款项。

5 Warranties and undertakings 保证及承诺

- 5.1 Each Party A Group Member warrants to each Sino-Ocean Group Member that the Services:

每家甲方集团成员向每家远洋集团成员保证该服务将：

- (a) will be duly delivered and provided in accordance with the terms and conditions of this Agreement and the relevant Specific Service Agreement; and
根据本协议的和有关具体服务协议的条款和条件被妥善地交付及提供；和
- (b) will satisfy the service specifications required by the relevant Sino-Ocean Group Member.
符合相关远洋集团成员要求的服务规格。

- 5.2 Party B undertakes that, upon request of Party A, it will give the auditors (and other representatives) of Party A sufficient access to financial and other records and information of transactions of Party B and the Sino-Ocean Group Members relating to all ancillary agreements under this Agreement, so as to facilitate the auditors to provide a confirmation to the board of directors of Party A in accordance with Rule 14A.56 of the Listing Rules.

乙方承诺在甲方提出要求时，准许甲方的核数师（和其他代表）充分取阅由乙方及相关远洋集团成员与本协议的所有附属合同相关的交易的财务和其他记录和信息，以便核数师根据上市规则第 14A.56 条向甲方的董事会提供确认书。

6 Termination 终止

- 6.1 Upon occurrence of any of the following events, any party hereto may immediately terminate this Agreement by a written notice:

假如发生了以下任何事件，本协议其中一方可实时以书面通知终止本协议：

- (a) the other party hereto commits a material breach of this Agreement which is capable of remedy but not remedied within 60 (sixty) days after receipt of a written notice setting out the details of such breach and requiring such breach to be remedied;
本协议另一方严重违反本协议的任何条文，并且在该违反可被补救的情况下，在收到提供了该违反的详尽细节和要求该违反被补救的书面通知后六十（60）天内，未能补救该违反；
- (b) an encumbrancer of the other party hereto takes possession of, or a receiver is appointed to deal with, the whole or any substantial part of such party's property or assets;
本协议另一方产权人取得该一方的所有或重大部份财产或资产的管有权，或者破产管理人已被委任处理该一方的所有或重大部份财产或资产；
- (c) the other party hereto is in liquidation (except for amalgamation or restructuring where it is conducted on the basis that the entity after amalgamation or restructuring validly agrees to be bound by or to assume such obligations imposed on such other party under this Agreement); or
本协议另一方进行清盘（除非是就合并或重组而言，而其形式是由该合并或重组所产生的单位有效地同意受在本协议下向该另一方加诸的责任所约束、或承受在本协议下向该另一方加诸的责任）；
或
- (d) the other party hereto ceases or threatens to cease its business.
本协议另一方停止或威胁停止营业。

6.2 Upon termination of this Agreement, all rights and obligations of the parties under this Agreement (whether they are expressly stated, or have accrued, or have accrued by means of exercise or conduct or otherwise) shall lapse, cease and end, provided that, under all circumstances, nothing in this clause affects any right of any party under this Agreement against the other party which has accrued up to the date of termination of this Agreement.

当本协议被终止后，本协议双方在本协议下的所有权利和责任（不论被明确地列载的、或不论已产生的、或通过行使、行为或在其它情况下产生的）将到期失效、停止及终结，惟在所有情况下，本条文不会影响本协议其中一方对另一方截至本协议终止日期所拥有及已产生的任何权利。

6.3 Termination of this Agreement does not affect the validity of any ancillary agreement which remains outstanding upon termination of this Agreement.

本协议的终止不影响终止时尚未履行完毕的附属合同的效力。

7 Force majeure

不可抗力

7.1 If a party's failure or delay in performing any of its obligations under this Agreement is caused by or resulting from any reason beyond the reasonable control of such party, including but not limited to any form of strikes, terrorist activities, boycott or sanction, or acts of God, or measures of judicial authorities and/or legislative or administrative measures (including withdrawal of any governmental authorisation required by any party hereto to perform this Agreement), embargo, isolation and quarantine, riots, rebellions, wars whether declared or not, state of war, terrorist acts, at war, or any threat or danger incidental to any of the above, such party is not liable for any such failure or delay in performing its obligations.

假如本协议任何一方不履行或延迟履行其在本协议下的任何责任是由非该一方所能合理控制的任何原因所引致或导致的，包括但不限于：以任何形式发生的罢工、恐怖活动、抵制或制裁、或天灾、或司法机关的措施及/或立法或行政措施（包括本协议其中一方履行本协议所需的任何政府授权的撤回）、贸易禁令、检疫隔离、暴乱、叛乱、经宣告或未经宣告的战争、战争状况、恐怖主义行为、交战、或与任何上述有连带关系的危害或危险，该一方无须就该不履行或延迟履行负有任何责任。

7.2 If a party hereto fails to perform its obligation under this Agreement due to an occurrence of any of the above contingent events and such event or series of events resulting in such non-performance has subsisted for a continuous period of or over 3 months, the other party is entitled to terminate this Agreement by giving 1 month's written notice and, upon which, it is released from all its obligations under this Agreement.

当本协议的其中一方由于发生任何上文所载的或有事件未能履行其责任，并且当引致该一方该不履行的事件或一系列事件持续为期三个月或以上时，本协议另一方可在发出书面通知一个月后终止本协议，而该一方将被免除其在本协议下所规定的所有责任。

8 Confidentiality 保密

- 8.1 Subject to clause 8.2, each party hereto shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to:
除根据第 8.2 条的规定外, 本协议任何一方必须把订立或履行本协议所收到的或取得的与下列各项有关的资料全部保密:
- (a) the provisions of this Agreement;
本协议的条文;
 - (b) the negotiations relating to this Agreement;
关于本协议的磋商;
 - (c) the subject of this Agreement; or
本协议标的事宜; 或
 - (d) the other party to this Agreement.
本协议另一方。
- 8.2 A party hereto may disclose information which would otherwise be deemed confidential if and to the extent;
在下列情况下及范围内, 本协议任何一方可以披露被视作保密的资料:
- (a) required by the law of any relevant jurisdiction;
任何相关司法管辖区的法律所规定;
 - (b) required by any stock exchange (including the Stock Exchange) or any governmental or regulatory body to which such party is subject, whether or not such information disclosure requirement has the force of law;
任何有权监管该一方的证券交易所(包括联交所在内)或政府组织或监管组织所规定, 而且不管有关信息披露的规定是否有法律效力;
 - (c) disclosure is made to its professional advisers, auditors and bankers;
向该一方的专业顾问、核数师和往来银行披露;
 - (d) the information has come into the public domain through no fault of that party; or
不是因为该一方违约而公众已经知道的资料; 或
 - (e) the other party has given, and has not unreasonably withheld or delayed to give, prior written approval to the disclosure.
另一方事先以书面批准披露资料, 而且没有无理地拒发或延迟给予批准。

9 Severance 条文分割

- 9.1 Each provision of this Agreement is separate and severable from other provisions. It is the parties' intention that every provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law. If any part of a provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or law or regulation, such part of that provision shall to that extent be deemed not to form part of this Agreement, but the remaining parts of that provision and the remaining provisions of this Agreement shall remain full force and effect, and the validity, legality and enforceability thereof shall not be thereby affected or impaired, provided that nothing in this clause 9 will deny the parties' commercial intention and purpose of entering into this Agreement.
本协议各条文都是独立条文, 可与其它条文分割。协议双方的意向是本协议各条文应在法律许可的最大范围内保持有效和可予执行。如有任何条文的任何部分根据任何成文法则或法律或规定, 在任何范围内变成无效、不合法或不可执行, 或于任何时间变成无效、不合法或不可执行, 应视该条文相关部分不属于本协议的一部分, 但该条文的其他部分和本协议所有其它条文继续有十足的效力和作用, 不影响也不损其有效性、合法性和可执行性, 但本第 9 条不会否定协议双方订立本协议的商业意图和目的。

- 9.2 If any provision of this Agreement is illegal or unenforceable because the effective period of this Agreement exceeds the period approved by a regulatory authority, such provision should be effective only within such period accepted by the regulatory authority, provided that the parties' commercial intention and purpose of entering into this Agreement should not be denied.
本协议的条文如因协议规定的有效期超出监管机构批准的期间而不合法或不可执行，该条文应该只在相关监管机构接纳的期间内有效，但这不否定协议双方订立本协议的商业意图和目的。
- 10 **Other warranties**
其它保证
- Each party hereto shall, and shall use its best endeavours to procure that any third party shall, sign and deliver to the other party all such other legal instruments and documents, and take such other actions (including those actions necessary to satisfy the requirements of the Listing Rules), as necessary for it to execute, prove, confirm, supplement or amend any provision of this Agreement.
本协议任何一方应当签立和向另一方交付其它对执行、证明、确认、补充、修订本协议条文而言必要的法律文书和文件，并采取对上述各项必要的行动（包括但不限于对符合上市规则规定而言必要的行动），并且尽最大努力促使任何第三方签立和交付前述的法律文书和文件以及采取前述的行动。
- 11 **Time is of the essence**
时间是本协议的重要规定
- Unless otherwise expressly stated herein, time is of the essence of a provision in this Agreement.
除本协议另有明文规定外，本协议列出的时间规定是协议的重要规定。
- 12 **Governing law**
管辖法律
- This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the People's Republic of China.
本协议受中华人民共和国法律管辖，并按其解释及执行。
- 13 **Arbitration**
仲裁
- 13.1 Any dispute arising out of the signing of this Agreement or in connection with or resulting from this Agreement shall be settled through friendly consultations between Party A and Party B.
因本协议的签署而产生的或与本协议有关的、或本协议所引致的任何争议须由本协议甲、乙双方友好协商解决。
- 13.2 A requesting party shall notify the other party of the occurrence of a dispute in a timely manner by giving a written notice which is dated and sets out the nature of such dispute. In the event that no settlement is reached through friendly consultation within 30 days from the date of notification, any party may submit the same to Beijing International Arbitration Court (**BIAC**) for arbitration which shall be conducted in Beijing in accordance with BIAC's arbitration rules (the **Arbitration Rules**) in effect at the time and this clause 13.
提出请求的一方应通过载有日期的通知，及时告知另一方发生了争议并说明争议的性质。若在该争议通知日期后的三十日内无法通过友好协商解决争议，则任何一方可以将该事项提交北京国际仲裁院（“仲裁院”）在北京由仲裁院根据其届时有效的仲裁规则（“仲裁规则”）和本第 13 条进行仲裁。
- 13.3 Unless otherwise agreed between Party A and Party B, the language to be used in the arbitral proceedings and the relevant documents shall be Chinese.
仲裁程序和相关文件应使用中文进行，但甲、乙双方另有约定的除外。
- 13.4 An arbitral award rendered by BIAC pursuant to this clause 13 shall be in writing. It is final and binding on the parties, and where necessary, may be enforced by any court of competent jurisdiction. All parties shall make their best endeavours to procure the timely enforcement of any such arbitration award, and shall provide all necessary assistance for such purpose. The defeating party shall bear the costs of BIAC, arbitrators' fees, costs and expenses of arbitral proceedings, and all costs and expenses incurred from the enforcement of such arbitral award, including but not limited to reasonable legal fees and

expenses. BIAC shall render decision on such fees of the parties not expressly provided for under this clause 13.

仲裁院根据本第 13 条作出的仲裁裁决应以书面形式作出，为终局裁决，对双方均有约束力，若必要，可在任何有管辖权的法院强制执行。双方应尽其最大努力使得任何该等仲裁裁决及时得以执行，并就此提供所有必要的协助。败诉一方应承担仲裁院的费用、仲裁员的费用、仲裁程序的费用和开支以及强制执行任何仲裁裁决的全部费用和开支，包括但不限于合理的律师费用和开支。仲裁院应就本第 13 条未明确规定的双方费用作出裁决。

- 13.5 Nothing in this clause 13 precludes any party from applying for any interim or injunctive remedy available under the relevant laws, including but not limited to pre-trial protection and injunction.
本第 13 条的上述规定不应阻止任何一方申请有关法律项下可行的临时或禁令救济，包括但不限于诉前保全措施及禁令。

14 General 一般条款

- 14.1 The parties hereto may enter into any separate agreement (including a Specific Service Agreement) from time to time, where required, for the performance of this Agreement. Any such separate agreement shall form part of this Agreement. If there is any significant discrepancy between such separate agreement and this Agreement, this Agreement shall prevail.
本协议双方在有需要时，可不时就本协议的履行签订个别协议（包括具体服务协议），该等个别协议将成为本协议的一部份。当该等个别协议和本协议之间存在了明显分歧时，以本协议为准。
- 14.2 No amendment to, or alternation or revision of, this Agreement is permitted unless it is made in the form of a legal instrument signed by all parties hereto.
除非以本协议双方签署的法律文书作出，否则不得修订、修改或更改本协议。
- 14.3 The headings set out in this Agreement are inserted for convenience only and do not affect the interpretation of this Agreement.
本协议中的标题仅为了方便查阅并不影响本协议的诠释。

15 Notice 通知

- 15.1 All notices or written communication given under this Agreement must be in writing and in Chinese, and sent to the other party by post or by fax. A notice or written communication sent by first class air mail will be deemed to be given five days after posting, or in the case of fax, upon full receipt thereof. For the purpose of giving a notice or written communication, the relevant address, fax number and the contact person of the parties hereto are set out below:
根据本协议所发出的所有通知或书面通讯须以中文书写，并以邮寄或传真发送方式传送至本协议另一订约方。任何通知或书面通讯，如是以头等空邮发出的，在邮寄后第五天会被视为已经发出；或，如是以传真方式发送的，当全部被接收时，会被视为已经发出。就发送通知或书面通讯而言，本协议双方的有关地址、传真号码和联络人如下：

	<u>Address</u> 地址	<u>Fax number</u> 传真号码	<u>Contact person</u> 联络人
Sino-Ocean Service Holding Limited 远洋服务控股有限公司	Suite 601, One Pacific Place, 88 Queensway, Hong Kong 香港金钟道 88 号太古广场一座 601	(852) 2899 2006	Yang De Yong / SUM Pui Ying 杨德勇 / 沈培英
Sino-Ocean Group Holding Limited 远洋集团控股有限公司	Suite 601, One Pacific Place, 88 Queensway, Hong Kong	(852) 2899 2006	WANG Honghui / SUM Pui Ying 王洪辉 / 沈培英

	香港金钟道 88 号太古 广场一座 601		
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THIS AGREEMENT has been executed by the authorised representative of the parties on the date stated at the beginning hereof.

本协议由双方的各自授权代表于首页所载日期签署。

Schedule 1
附录 1

Particulars of the Services
该服务的详细资料

The Services mean:
该服务是指:

- Value-added services (including but not limited to consultancy services, property engineering services and repair and maintenance services and property sales agency services)
增值服务（包括但不限于顾问服务、物业工程服务以及维修保养服务，以及物业销售代理服务）

Execution Page
签署页

Signed by)	
由)	
For and on behalf of)	
Sino-Ocean Service Holding Limited)	
代表)	[已签署盖章]
远洋服务控股有限公司)	
签署)	
)	
Witness signature:)	
见证人签署:)	

Signed by)	
由)	
For and on behalf of)	
Sino-Ocean Group Holding Limited)	
代表)	[已签署盖章]
远洋集团控股有限公司)	
签署)	
)	
Witness signature:)	
见证人签署:)	