Name

Address

Date

Dear Name,

**DFP Practice Limited**

**APPOINTMENT AS AN ADVISOR**

I am writing to confirm your appointment as an advisor to **DFP Practice Limited** (the “**Company**”), which is the sole administrator of **FINNEXUS** (the “**Project**”). The terms of your appointment (the “**Appointment**”) are set out in this letter.

Commencement and duration

Your Appointment will start on the date this letter is signed by both parties and, unless terminated earlier in accordance with paragraph 9, will continue until either party gives to the other party at least **[**2**]** **[**weeks**]** written notice to terminate (the “**Term**”).

Duties and responsibilities

Your duties as an advisor to the Company will include:

**Strategic advisory related to exchange listing strategy, general trading strategies, and investment opportunities both for the Company to make and for other parties to make in the Company**;

**Online/offline promotion and marketing**; and

any other duties you and the Company agree,

together the “**Services**”.

You must notify **Yang Tao** as soon as reasonably practicable if you are unable to provide the Services due to illness or injury.

You must comply with all Company policies in place from time-to-time.

You will provide the Services with all due care, skill and ability and use your best endeavours to promote the interests of the Company and, unless prevented by ill health or accident, devote such time as is reasonably necessaryto carrying out the Services.

You will ensure that you are available at all times on reasonable notice to provide such assistance or information as the Company may require.

You have no authority (and you will not hold yourself out as having authority) to bind the Company, unless we have specifically permitted this in writing in advance.

Remuneration

As fees for the Services you acknowledge the Company will issue to you Token supply or **[1,800]** FNX Tokens (the “**Tokens**”) for each month that you provide services. The Tokens are subject to a one-year vesting period.

You acknowledge that no further remuneration or fees other than that provided for in this letter is or may become due to you in respect of your compliance with the terms of this letter, your provision of the Services or for termination of the Appointment.

Expenses

Subject to production of receipts or other appropriate evidence of payment, the Company will reimburse all reasonable expenses properly and necessarily incurred by you in the course of providing the Services, provided in each case that the Company pre-approves each such expense.

Other activities

You may be engaged, employed or concerned in any other business, trade, profession or other activity (including through the ownership of shares or other equity instruments) which does not place you in a conflict of interest with the Company or its business (whether directly or indirectly). However, you may not be involved in any capacity with a business which does or could compete with the business of the Company without the prior written consent of the Company.

Confidential information and company property

You will not use or disclose to any person either during or at any time after your engagement by the Company any confidential information about the business or affairs of the Company or any of its business contacts, or about any other confidential matters which may come to your knowledge in the course of providing the Services. For the purposes of this paragraph 6, "**confidential information**" means any information or matter which is not in the public domain and which relates to the affairs of the Company or any of its business contacts.

The restriction in paragraph 6.1 does not apply to:

any use or disclosure authorised by the Company or as required by law or regulation; or

any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

All documents, manuals, hardware and software provided for your use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones if provided by the Company), remain the property of the Company and you shall return any of the same that are in your possession on termination of your Appointment.

Data protection

You are requested to sign the Personal Information Collection Statement annexed to this letter at Annex **[**B**]** and to return the signed version to the Company with your signed copy of this letter.

Intellectual property

You hereby assign to the Company irrevocably and unconditionally all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services. You agree promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this paragraph 8.

To the extent that you own or control (presently or in the future) any intellectual property rights that block or interfere with the rights assigned to the Company under this letter (“**Related Rights**”), you hereby grant or will cause to be granted to the Company an exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide licence (with the right to sublicense) to, without limitation, use, sell, import, copy and display any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable the Company to exercise all of the rights assigned to the Company under this letter.

You hereby irrevocably waive all moral rights under the applicable intellectual property rights laws (and all similar rights in other jurisdictions) which you have or will have in any existing or future works.

Termination

The Company may at any time terminate your Appointment with immediate effect with no liability to make any further payment to you (other than in respect of the agreed and accrued remuneration contained paragraph 3) if:

a majority of the members of the board of directors of the Company deem it advisable that your appointment be terminated;

you are in material breach of any of your obligations under this letter; or

other than as a result of illness or accident, after notice in writing, you willfully neglect to provide or fail to remedy any default in providing the Services.

Obligations on termination

Any of the Company property in your possession and any original or copy documents obtained by you in the course of providing the Services shall be returned to the Company at any time on request and in any event on or before the termination of your Appointment. You also undertake to irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of the Company.

Status

You will be an independent contractor and nothing in this letter shall render you an employee, worker, agent or partner of the Company and you may not hold yourself out as such.

You are fully responsible for and you will indemnify the Company against any liability, assessment or claim for:

taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law;

any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you against the Company arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Company; and

any losses, liabilities, expenses, damages and / or claims suffered or incurred by the Company (including reasonable legal fees) as a result of your negligence, fraud or wilful default in relation to the provision of the Services.

General

Waiver. No failure or delay by a party to exercise any right or remedy provided under this letter or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

Severance. If any provision of this letter is or becomes invalid, illegal or unenforceable, the relevant provision shall be deemed deleted to the minimum extent necessary to make it valid, legal and enforceable. Any deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this letter.

Counterparts.This letter may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

Variation. This letter may only be varied by a document signed by both you and the Company.

Third party rights. Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) shall not apply to this letter and no person other than you and the Company shall have any rights under it.

Governing law. This letter and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual) shall be governed by and construed in accordance with the laws of Hong Kong S.A.R.

Jurisdiction. The courts of Hong Kong S.A.R shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this letter (whether contractual or non-contractual).

Please acknowledge receipt of this letter and acceptance of its terms by signing, dating and returning the enclosed copy.

Yours sincerely,

**For and on behalf of**

**DFP Practice Limited**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Yang Tao, Director**

**Agreed to and acknowledged by:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
**Date**