

Terms Of Use Agreement

1. GENERAL TERMS AND CONDITIONS.

Incube8 Venture One Sdn Bhd (“the Center”) or “INCUBE8”) provides serviced and facilities at a fee, subject to terms and conditions as stated in this Agreement. All Fees are subject to government service tax to be borne by Client.

Parking: There is no parking facility provided by this service agreement.

Dedicated Phone and Fax Number: The provision of dedicated phone and fax services is subject to a Technology Setup Fee as per prevailing price list.

Office(s): The approximate location of which is depicted on the floor plan hereto and made a part hereof. The office(s) shall have a maximum occupancy as indicated above. The Center may grant additional seating spaces, with desk, solely at its own discretion which shall be subject to additional payment(s). All tenants of the office suite are required to be in possession of a valid Lounge Access Card, which is subject to a monthly fee as per prevailing price list. The rental of Executive Suites is subject to a monthly insurance fee.

2. **SERVICES.** The Center shall provide to Client the services specified in Schedule B attached hereto and made a part hereof (“Base Services”), in consideration of the Monthly Base Services Fee, subject to the Center’s right to modify such Base Services as provided below. Client shall use only telecommunications systems and services provided by or through, or approved by, the Center. The type, quantity and quality of all equipment, furniture, furnishings, decorations and improvements within the Office(s) and the common area facilities of the Center, and the providers or vendors of any services, shall be as selected by the Center at the Center’s sole discretion, and may be replaced by the Center at any time without notice to Client. Notwithstanding anything to the contrary contained in this Agreement, the Center reserves the right to discontinue or change any Base Service(s) upon at least thirty (30) days’ prior written notice to Client, which notice shall set forth the scheduled date of such discontinuation or change (the “Reduction Date”) and the amount by which the Monthly Base Services Fee will be reduced on account of such discontinuation or change. If the terms of such reduction are not acceptable to Client, then Client may terminate this Agreement by written notice to the Center given not less than fifteen (15) days prior to the Reduction Date, and in such event this Agreement shall terminate on the day immediately preceding the Reduction Date. If Client does not timely exercise such termination right, then this Agreement shall continue in full force and effect after the Reduction Date with the Base Services and the Monthly Base Services Fee modified as provided in the Center’s notice, and otherwise upon and subject to the other terms and conditions of this Agreement. At the Center’s request, Client shall execute an amendment to this Agreement confirming the terms of such modifications, but Client’s failure to execute such amendment shall not diminish the effectiveness of such modifications. If the Center discontinues any Base Service (including, without limitation, any telephone, long-distance, internet connection, or telephone equipment), Client will be responsible for arranging for its own replacement or substitute for the discontinued Base Service.

In addition to Base Services, the Center may make available to Client, from time to time at the Center’s option, certain Additional Services of the nature described in Schedule C attached hereto and made a part hereof (“Additional Services”), with the fees for such services to be as established from time to time by the Center in its discretion. The Center shall be under no obligation to provide any Additional Services, and the Center reserves the right to discontinue any Additional Service at any time without prior notice.

The internet and broadband services provided by the Center is provided ‘as-is’ and the Center makes no warranty on its availability and security. The Client should adopt whatever security measures it believes are appropriate to its circumstances.

3. **USE OF OFFICE.** The Base Services provided to Client under this Agreement include a license to use the Office described in the Basic Terms for the specific and limited purposes set forth in this Agreement without diminution of the legal possession or control thereof by the Center, and which license shall be revocable at the option of the Center upon the destruction of the facilities operated by the Center or any default by Client under this Agreement. The Center shall have the right, upon thirty (30) days’ prior written notice to Client from time to time, to substitute another office of substantially similar size and configuration for the Office originally designated above at the same Monthly Base Services Fee therefor. The Center shall relocate Client to such substitute office at the Center’s cost. Client shall have access to the Office twenty-four (24) hours a day, seven (7) days a week, subject to fire, flood or other casualty, acts of God, strikes, lock-outs, labor disputes, shortages of material or labor, or any other cause beyond the control of the Center. The Center shall have the right to show the Office to prospective clients, but shall use reasonable efforts not to disrupt Client’s business. **CLIENT EXPRESSLY ACKNOWLEDGES THAT THIS AGREEMENT AND THE LICENSE GRANTED FOR OFFICE USE HEREIN DO NOT TRANSFER POSSESSION TO THE CLIENT, ARE NOT INTENDED TO AND SHALL NOT BE DEEMED TO CREATE A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY IN FAVOR OF THE CLIENT, BUT MERELY CREATE A REVOCABLE LICENSE IN ACCORDANCE WITH THE TERMS HEREOF.** This Agreement is subject and subordinate to the underlying lease of the premises comprising the Center (the “Master Lease”). Client acknowledges that it is not a party to nor shall Client have any rights under the Master Lease, and further acknowledges that, notwithstanding anything to the contrary contained in this Agreement, this Agreement shall terminate simultaneously with any termination of the Center’s operation, or the termination of the Master Lease, by any cause or for any reason. The Client must only use the office for office purposes. Office use of a “retail” or “medical” nature, involving visits by members of the public, is not permitted. The use of the office is limited to internal use, the client is not permitted to affix any poster, sticker, logo or any other signage at the outside of the office.

4. **WAIVER.** Client acknowledges that due to the imperfect nature of verbal, written and electronic communications and of mail and package delivery systems, neither the Center nor any of its officers, directors, employees, shareholders, partners, agents or representatives shall be responsible for damages, direct or consequential, that may result from the failure of the Center to provide any services, including but not limited to the service of conveying messages or communications, any mail or package receipt or delivery, or any other utilities or services. Client agrees that its sole remedy, and the Center’s sole obligation, for any failure to render any service, any error or omission, or any delay or interruption with respect thereto, is limited to an adjustment to Client’s billing in an amount equal to the charge for such service for the duration of the failure, delay or interruption. **CLIENT EXPRESSLY WAIVES AND AGREES NOT TO MAKE ANY CLAIM FOR DAMAGES, DIRECT OR CONSEQUENTIAL, ARISING OUT OF ANY FAILURE TO FURNISH ANY UTILITY, SERVICE OR FACILITY, ANY ERROR OR OMISSION WITH RESPECT THERETO, OR ANY DELAY OR INTERRUPTION OF THE SAME.**

5. **DURATION OF AGREEMENT.** The term of this Agreement shall commence on the Commencement Date set forth in the Application Form (“Start Date”), and continues until the Expiration Date set forth in the Application Form (“End Date”). Should the Client terminate the Agreement prior to the End Date for any reason whatsoever, or should the Center terminate the Agreement due to reasons provided for in this Terms of Use Agreement, the deposit will be forfeited and not be returned.

If the Center notifies Client at least thirty (30) days prior to the Expiration Date that the term of this Agreement will not extend beyond the Expiration Date, then this Agreement shall terminate upon the Expiration Date. If the Center does not deliver such a termination notice, then this Agreement shall continue after the Expiration Date on a month-to-month basis and/or as per the renewal terms set for the respective packages upon the terms and conditions set forth herein until terminated by either the Center or Client by at least thirty (30) days’ notice to the other party. Upon the termination of this Agreement, the Client shall cease all use of the Office and the facilities and the services provided by the Center, including removal of all of Client’s personnel and property from the Office and the Center’s facilities, and shall surrender all keys, access cards and building passes to the Center. Client acknowledges that the Center will comply with Malaysia Postal Service regulations regarding Client’s mail and that, upon termination of this Agreement, it will be Client’s responsibility to notify all parties that its use of the Office address and assigned telephone and facsimile numbers has terminated. For each and every month or portion thereof that Client continues such use after the termination of this Agreement, Client shall pay the Center an amount equal to double the Monthly Base Services Fee.

6. **PAYMENTS.**

- A. **Monthly Base Services Fee.** This Fee is only applicable for Serviced Office Agreement. Client shall pay to the Center the Monthly Base Services Fee, plus applicable sales or use taxes, in advance, on the first day of each calendar month during the term of this Agreement, without deduction, offset, notice or demand. The Monthly Base Services Fee for any partial calendar month during the term shall be prorated based on the actual number of days in such month. Notwithstanding the foregoing, Client shall pay one full month’s Monthly Base Services Fee upon execution of this Agreement. The Center reserves the right to charge a late fee of 1% of the outstanding balance per month (or part thereof). If the Client benefitted from a special discount, promotion or offer, Center may discontinue that discount, promotion or offer if the Client breaches terms of the agreement or center rules, or becomes past due on two or more occasions per year.
- B. **Virtual Office Services Renewal Fee.** For all Virtual Office Service renewal fee, please refer to the Virtual Office Fair Usage Policy terms.
- C. **Additional Services Fee.** Fees for any Additional Services provided to Client shall be due and payable on the 10th of the month following the order for such service.
- D. **Refundable Services Retainer.** Upon signing of service agreement, Client shall pay the Refundable Services Retainer to the Center. The Center shall not be required to keep the Refundable Services Retainer separate and apart from other funds of the Center nor to pay any interest thereon to Client. Client agrees that the Refundable Services Retainer shall not be applied to or deemed to be payment of the final month’s Monthly Base Services Fee. If Client defaults under this Agreement, the Center may use, apply or retain the whole or any part of the Refundable Services Retainer for the payment of any services fee or any other payment due hereunder, or for payment of any other cost that the Center may incur by reason of Client’s default. If the Center has used or applied any portion of the Refundable Services Retainer on account of Client’s default, the Center may require Client to replenish the Refundable Services Retainer to its original amount within five (5) days after notice from the Center. If Client has fully and faithfully complied with all of the terms and conditions of this Agreement throughout the term of this Agreement, the Refundable Services Retainer, or any balance thereof, shall be returned to Client within forty-five (45) days after the termination of this Agreement. Should the Client terminate the Agreement prior to the End Date for any reason whatsoever, or should the Center terminate the Agreement due to reasons provided for in this Terms of Use Agreement, the deposit and any upfront payment where applicable will be forfeited and not be returned.

7. **DAMAGE, WAIVER AND INDEMNITY.**

- A. **Damage.** Client shall comply with the Center Rules set forth in Schedule D attached hereto and made a part hereof, and shall also comply with any other rules and regulations that the Center may from time to time establish, amend or modify, for Client’s use of the facilities and services provided under this Agreement. Without limiting the foregoing, Client will not damage or deface any furnishings, walls, floors or ceilings, nor make holes for hanging pictures or make or suffer to be made any waste, obstruction or unlawful, improper or offensive use of the Office or the Center’s facilities. Client will not cause damage to any part of the Building or the Center’s property or disturb the quiet enjoyment of any other licensee or occupant of the Building. At the termination of this Agreement, Client shall leave the Office in as good condition as when Client commenced the use thereof, normal wear and tear excepted. The Center may inspect the Office from time to time and at any time to make such repairs and alterations as the Center reasonably deems necessary (which may include, without limitation, repainting any Office used less than twelve (12) months by Client), and the cost of any such repair (including such repainting) shall be reimbursed by Client to the Center upon demand. If the Center’s facilities are made unusable, in whole or in part, by fire or other casualty, the Center may at its option terminate this Agreement upon notice to Client, effective upon such casualty, or may elect to repair and restore such damage within such period of time as may be reasonably required. The Monthly Base Services Fee shall be abated appropriately for the portion of the Office that is unusable during the period of such repair.
- B. **Waiver and Indemnity.** Client, as a material part of the consideration to the Center, hereby assumes all risk of damage to property (including without limitation any damage to Client’s business, any loss of income or other consequential damages), or injury to person in, upon or about the Building arising from any cause whatsoever (for example, but not in limitation, fire, steam, electricity, gas, water or rain, or breakage, leakage, obstruction or other defects of pipes, sprinkler, wires, appliances, plumbing, air-conditioning or lighting fixtures, conditions arising upon the Building, or other sources or places, or the act or neglect of any other occupant, visitor or user of the Building), and, without limiting any other waiver contained in this Agreement, Client hereby waives all claims in respect thereof against the Center and the Building’s owner. Client shall indemnify, defend and hold harmless the Center and the Building’s owner from and against any and all claims arising from the use of the Center’s facilities or services by Client, or from the conduct of Client’s business or from any activity, work or things done, permitted or suffered to be done by Client in or about the Building, or from any default under this Agreement, or from any breach of any representation or warranty made by Client under this Agreement, or from any act or omission of Client, any accident, injury or damage to any person or property in, on or about the Building from any cause whatsoever, and from and against all costs, attorneys’ fees, expenses and

liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and if any action or proceeding is brought against the Center or the Building's owner by reason of any such claim, upon notice from the Center, shall defend the same at Client's expense by counsel satisfactory to the Center. Nothing set forth in this paragraph shall excuse the Center from liability for its own reckless, negligent or willful misconduct. The provisions of this paragraph shall survive the termination of this Agreement.

8. **DEFAULT.** If Client fails to pay the Monthly Base Services Fee, or any other sum due hereunder as and when due, fails to pay the Refundable Services Retainer when required, or defaults in the prompt and full performance of any other provision of this Agreement, and fails to cure any such default within five (5) days after notice from the Center, the Center may, at its option, pursue any one or more of the following remedies without any additional notice or demand whatsoever and without limiting any other remedy available to the Center: (A) the Center may cease furnishing any and all services (including without limitation telephone services or parking) to Client, (B) the Center may terminate this Agreement, including the license to use the Center's facilities and the Office, and may enter into the Office and take and hold possession of the contents thereof, without releasing Client, in whole or in part, from any of the Client's obligations hereunder, and (C) the Center may pursue any other remedy now or hereafter available to the Center. In the event of such termination, the Center may, at its option, declare the entire amount of the Monthly Base Services Fee which would have become due and payable during the remainder of the term to be due and payable by Client immediately, and Client hereby agrees to pay such amount. Client agrees to pay all costs and expenses, including reasonable attorneys' fees, expended or incurred by the Center in connection with the enforcement of this Agreement, the collection of any sums due hereunder, any action for declaratory relief in any way related to this Agreement, or the protection or preservation of any rights of the Center hereunder.

9 **COMMUNICATIONS.** INCUBE8 primary communication channel shall be via email and emails sent to the email address provided by the Client on the registration form shall be deemed as delivered, accepted and understood from the time it is sent. It is the Client's responsibility to update INCUBE8 with his/her latest working email address in the event of any changes differing from that stipulated in the registration form.

10. **SUSPENSION OR TERMINATION** The Client understand that INCUBE8, in its sole discretion, may terminate, suspend your service(s) at any time, with or without notice(s), in relation to any outstanding invoice(s) or if any part of this Agreement is breached. Upon such suspension or termination, you must immediately discontinue the use of our service(s) rendered to you and disclaim INCUBE8 as your virtual office service provider. INCUBE8 immediately reserved the rights to re-assign any services we offered to you to another party and INCUBE8 will discard any mails, parcels, items which belong to the Client if the item is not collected after 14 days of such suspension or termination. INCUBE8 will not be liable for any losses or claims whatsoever that may arise from such instances. Any usage of our service(s) after such termination or suspension shall be deemed as an act of trespassing.

11 **FRAUDULENCE USE OF SERVICE.** The Client agrees that he/she will not use INCUBE8 name, address, services, and premises for any illegal, fraudulent, illicit, unfit, unethical purpose. INCUBE8 is the sole arbitrator to decide on the validity of the Client purpose of using our services. It is agreed that INCUBE8 is not responsible for any international civil and criminal law violations on Client's part. INCUBE8 accepts no legal responsibility or liability for the handling of call on the Client's behalf (whether unregistered, registered, certified or insured), or for any action, event or expense associated with or arising from the handling of the calls. The Client reserved the rights to the privacy of your mails with INCUBE8 but if it is deemed to be suspicious, we preserved the rights to unwrap or open the mail, parcel, courier or any questionable items delivered to our premises for the Client without the Client's prior agreement.

12 **MISCELLANEOUS**

Any telephone number assigned to Client by INCUBE8 shall remain the property of INCUBE8. It is understood that INCUBE8 is only offering a service to you and is not affiliated nor related to the Client. INCUBE8 will not be your guarantor and/or responsible for any loan, credits, borrowing of money. Should we receive any threat from any party that affects our employees (emotionally or physically), premises or business operation, INCUBE8 will report the case to the Police immediately and INCUBE8 reserved the rights to terminate your service immediately without any compensation. INCUBE8 may transfer our obligation to you to another location if necessary provided that INCUBE8 give a 21 days advance notice. INCUBE8 may modify this Term of Use Agreement at its sole discretion and will be considered as accepted by you upon INCUBE8 notification to you of that changes through our primary communication channel and did not receive any objection from your within 72 hours of notification. INCUBE8 will only provide storage of your mails, parcels or items for the time frame stipulated on the package/plan you sign up for and INCUBE8 has the rights to discard any items not collected after that period of time plus 14 days grace period. Any items delivered to our office via normal post, hand or courier which is not addressed clearly to the recipient or if the address differs from what we have on our records will be discarded. INCUBE8 will certainly endeavor to identify the rightful owner but if INCUBE8 failed to identify the recipient, INCUBE8 will discard the item after 21 days of the date of taking delivery.

13 **MODIFICATION OF SERVICES** INCUBE8 may at any time modify or discontinue, temporarily or permanently, INCUBE8 services (or any part of them) with or without notice and liability to anyone. Should price increases become necessary, INCUBE8 will give the customer 21 days notice in writing / email.

14 **MATTERS BEYOND OUR CONTROL** We shall not be held liable for any breach of these Terms and Conditions caused by circumstances out of our control, including acts of God, fire, lightning, flood or extremely severe weather, explosion, war, disorder, industrial disputes (whether or not involving our employees) network failures, power failures or acts of local or central Government or other competent authorities.

15 Tenants are required to keep their doors closed when making phone calls and having meetings. Please do respect your surrounding co-tenants wishes if they request you to keep your door closed should they find your noise levels are too high.

16 Sound proofing. There is active sound between office walls. For the glass frontage, the sound proofing in the office is such that it requires a quiet zone in the corridors. Tenants should not make phone calls and have conversations in corridors as this disturbs other tenants.

17 **GENERAL PROVISIONS.** This Agreement, including its accompanying Schedules, constitutes the entire agreement between Client and the Center. Any amendment to this Agreement shall be ineffective unless in writing and signed by both parties. Any waiver of any term of this Agreement shall be ineffective unless in writing and signed by the waiving party. The invalidity or unenforceability of any provision hereof shall not affect the remainder hereof. The Center's failure to enforce any provision of this Agreement shall not constitute a waiver and shall not prevent the Center from enforcing any provision of this Agreement in the future. No acceptance of any sum by the Center shall be deemed to waive any default of Client or to extend, reinstate or continue the term hereof. This Agreement shall be governed by the laws of Malaysia applicable to contracts entered into and to be performed in Malaysia. Client represents and warrants to the Center that there are no agents, brokers, finders or other parties with whom Client has dealt who are or may be entitled to any commission or fee with respect to this Agreement. All notices hereunder shall be in writing, and shall be deemed to be duly given upon the date of deposit if mailed by postage prepaid registered or certified mail, Express Mail or nationally recognized courier service, to the address for such party set forth in the Basic Terms. Client may not assign this Agreement to or permit the use of any facilities or services under this Agreement by any person other than Client without the Center's prior written consent in its sole discretion. Client will not offer to any party in the Building any of the services that the Center provides to its clients (including but not limited to any Base Services or Additional Services hereunder). The Center may assign this Agreement and/or any fees hereunder and Client agrees to attorn to any such assignee. If more than one person signs this Agreement as Client, each such person shall be jointly and severally liable for all obligations of Client hereunder.

18 **JURISDICTION** The laws and jurisdiction of Kuala Lumpur, Malaysia shall govern any and all matters of dispute between INCUBE8 and Client.

I/we agree to all the terms and conditions above:

Name :

Passport/NRIC :

Date :