GREEN WARRIOR PROGRAM SUBSCRIPTION & SERVICE AGREEMENT

This Green Warrior Program Subscription & Service Agreement ("**Agreement**") is a binding agreement between you, whose details are as set out in **Schedule 1** (the "**Client**") and **LINEAR CHANNEL SDN BHD (Registration No. 199901014698 (489598-X))**, a private company limited by shares incorporated in Malaysia and having its business address at Lot 8-9, Level 8, Wisma Trax, Jalan Lima, Off Chan Sow Lin, 55200 Kuala Lumpur, Malaysia ("**Service Provider**").

Green Warrior Program ("**Program**") is a subscription-based program offered by the Service Provider to its clients for subscription of such brand and model of Equipment as offered and available under the Program. The Client is desirous to sign up and subscribe for the Program from the Service Provider during the Term (as hereinafter defined), subject to the terms and conditions of this Agreement.

It is agreed as follows:

1 **Interpretation and Definitions**

1.1 In this Agreement, unless the subject or the context otherwise requires, the following words and expressions shall have the following meanings respectively ascribed to them:

"**Agreement**" means this Green Warrior Program Subscription & Service Agreement;

"**Business Day**" means a day on which banks are open for business in Kuala Lumpur, Malaysia (excluding Saturdays, Sundays and public holidays);

"**Commencement Date**" means the date that the Client takes Delivery of the Equipment;

"**Cybersecurity Services**" shall have the meaning ascribed to it in **Clause 8.1**;

"**Delivery**" means the transfer of physical possession of the Equipment to the Client to which all risks (including risk of loss, theft, damage or destruction of the Equipment) in respect of and associated with the Equipment shall pass to the Client;

"**Equipment**" means the device(s) subscribed by the Client under the Program, as specified in the subscription invoices to be issued by the Service Provider to the Client, including all substitutions, replacements or renewals of such device(s) and all related accessories, manuals and instructions provided for it (if any);

"**Equipment Return Program**" shall have the meaning ascribed to it in **Clause 7.1**;

"**Equipment Return Fee**" shall have the meaning ascribed to it in **Clause 7.1**;

"**Governmental Authority**" means any relevant governmental or quasi-governmental authority, statutory authority or quasi-statutory or regulatory authority, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or stock exchange or taxing authority or anybody entitled to exercise executive power or power of any nature or body or other organisation to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organisation have the force of Laws;

"**Green Warrior Program Fee**" means the subscription fee in the amount as set out in the subscription invoices to be issued by the Service Provider to the Client, paid or to be paid by or on behalf of the Client to the Service Provider for subscription of relevant Equipment(s) offered by the Service Provider under the Program;

"**Insurance**" shall have the meaning ascribed to it in **Clause 4.4**;

"**Laws**" shall mean and include all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, tribunal, board or court of competent jurisdiction;

"**Ownership Fee**" shall have the meaning ascribed to it in **Clause 7.1**;

"**Planet Points**" shall have the meaning ascribed to it in **Clause 8.3**;

"**Temporary Loan Equipment**" shall have the meaning as ascribed to it under **Clause 6.4**;

"**Reward Programme**" shall have the meaning ascribed to it under **Clause 8.3**;

"**Term**" means the period of three (3) years from the Commencement Date; and

"**Total Loss**" means the Equipment is, in the Service Provider's reasonable opinion, damaged beyond repair, lost or stolen, and such damage is not due to the Client's default, negligence or misuse.

1.2 In this Agreement:

1.2.1 unless the context requires otherwise, a reference to:

(i) a gender shall include the other genders and references to the singular shall include the plural and vice versa;

(ii) natural persons shall include bodies corporate and vice versa;

(iii) this Agreement includes any Schedule and Annexures to it and references to Clauses and Schedule and Annexures are to the clauses, schedules and annexures to this Agreement;

(iv) a person (which for the purposes of this Agreement means any individual, corporation, partnership, association, limited liability company, trust, Governmental Authority or other entity or organisation (whether or not having a separate legal personality)) shall include its successors in title;

(v) a "**party**" is to a party to this Agreement, and "**parties**" shall be construed accordingly;

(vi) a "**day**", "**week**", "**month**" or "**year**" is a reference to a day, week, month or year respectively in the Gregorian calendar;

(vii) this Agreement or any other document or any specified provision of this Agreement or any other document are to this Agreement, that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of this Agreement or that document or, as the case may be, with the agreement of the relevant parties; and

(viii) a statute or statutory provision is a reference to it as it is in force from time to time, taking account of any change, extension, consolidation or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.2.2 general words are not given a restrictive meaning:

(i) if they are introduced by the word "**other**" by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or

(ii) by reason of the fact that they are followed by particular examples intended to be;

1.2.3 the headings in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement;

1.2.4 no provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision; and

1.2.5 if any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on a day, which is not a Business Day, then that period is to be deemed to only expire on the next Business Day.

2 **Subscription of Green Warrior Program**

2.1 To enjoy and be entitled to the benefits in respect of the subscription made by the Client under the Program, the Client shall make the complete payment of the Green Warrior Program Fee as stipulated in the first column of **Annexure A** on a lump sum basis within one (1) week from the date of the execution of this Agreement to the Service Provider in accordance with the payment terms as stipulated on the website and under the subscription invoice(s) issued by the Service Provider to the Client.

2.2 During the Term, the Service Provider shall not, other than in the exercise of its rights under this Agreement or applicable Laws, interfere with the Client's quiet possession of the Equipment.

2.3 This Program shall commence on and from the Commencement Date and expire on the Term.

3 **Equipment Delivery and Installation**

3.1 Upon subscription by the Client to the Program and subject to the full and complete settlement of the Green Warrior Program Fee in accordance with **Clause 2.1**, the Service Provider shall, at the Service Provider's expense, deliver and install the Equipment for the Client at the designated address provided by the Client at the time of the subscription, save and except that any delivery of the Equipment to and installation to be carried out at East Malaysia shall be subject to a fee to be mutually agreed between the parties.

3.2 The Service Provider shall use its reasonable endeavours to effect Delivery of the Equipment by the date and time agreed between the parties. Title and risk shall transfer in accordance with **Clause 4** (*Title and Risk*) of this Agreement.

3.3 The Client shall procure that a duly authorised representative of the Client shall be present at the time of Delivery and/or installation of the Equipment. If required by the Service Provider, the Client's duly authorised representative shall sign a receipt confirming such acceptance. The Client shall not accept and sign a receipt confirming its acceptance if the Client discovers that the Equipment delivered to the Client is damaged, destroyed, or not in good operating condition. The Client agrees and acknowledges that the acceptance by such authorised representative of Delivery and/or installation of the Equipment shall constitute conclusive evidence that the Client has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended.

3.4 To facilitate Delivery and/or installation of the Equipment, the Client shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and/or installation of the Equipment to be carried out safely and expeditiously by the Service Provider.

4 **Title and Risk**

4.1 The Equipment shall at all times remain the property of the Service Provider during the Term, and the Client shall have no right, title or interest in or to the Equipment, save and except for the right to possession and use of the Equipment subject to the terms and conditions of this Agreement.

4.2 Notwithstanding the above, the Service Provider agrees and acknowledges that the title and ownership of the Equipment shall be transferred and vested in the Client at the expiry of the Term, provided that the Client elects to own the Equipment in accordance with **Clause 7.4** of this Agreement.

4.3 The risk of loss, theft, damage or destruction, including Total Loss, in respect of and associated with the Equipment shall pass to the Client on Delivery. The Equipment shall remain at the sole risk of the Client and the Client shall assume all risks and liabilities of loss, theft or destruction of and damage to the Equipment during the Term until such time as the Equipment is delivered back to the Service Provider upon the expiry of the Term, in the event the Client opts to participate in the Equipment Return Program.

4.4 Upon the Client signing up and subscribing for the Program, the Service Provider will procure a 'Machine and Equipment Insurance' ("**Insurance**") from an insurance provider to be determined at its sole discretion to provide insurance coverage for the Equipment during the Term. The Insurance policy will: (a) in the event the Commencement Date falls on any day falling on the first (1st) day to fifteenth (15th) day of each calendar month, be effective on the sixteenth (16th) day of the respective month; and (b) in the event the Commencement Date falls on any day

falling on the sixteenth (16th) day to thirtieth (30th)/ thirty-first (31st) day of each calendar month, the Insurance policy will be effective on the first (1st) day of the following month.

4.5 The Client shall give immediate written notice to the Service Provider in the event of the occurrence of Total Loss to the Equipment arising out of or in connection with the Client's possession or use of the Equipment, to allow the Service Provider to process the Total Loss claims with the insurance company engaged by the Service Provider. Where reasonably requested by the Service Provider, the Client shall use reasonable endeavours to provide cooperation to the Service Provider and provide any and all relevant information or documentation required for the recovery of Total Loss claim.

4.6 In the event the insurance company denies the Total Loss claim and/ or refuses to proceed the Total Loss claim by the Service Provider for any reason, the parties agree that the Client will not be provided with a separate equipment as replacement and this Agreement shall be terminated in accordance with **Clause 10.4**.

5 **Responsibilities of the Client**

5.1 The Client shall during the Term:

5.1.1 ensure that the Equipment is kept and operated in a suitable environment and is used in a proper manner based on usage instructions that are provided with the Equipment, and only for the purposes for which it is designed;

5.1.2 keep the Equipment in as good and operating condition as it was on the Commencement Date (fair wear and tear only excepted) throughout the Term. For the avoidance of doubt, the Client shall be liable for any cracks and/or damages which in the Service Provider's reasonable opinion has suffered on the Equipment during the period when the Equipment is in the possession, custody or control of the Client, including any cracks and/or damages on the casing or LCD of the Equipment;

5.1.3 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment;

5.1.4 at all times keep the Equipment in the possession and control of the Client, and ensure that the Equipment is not exposed to any risk of loss or being stolen;

5.1.5 not install and/or download any illegal software on the Equipment;

5.1.6 not tamper with or modify the Equipment, knowingly transmit viruses, worms or other disabling features, or damage or interfere with the Equipment, including using trojan horses, viruses, timebombs, keystroke loggers, spyware or other similar feature or piracy or programming routines that may damage or interfere with the Equipment;

5.1.7 at all times keep the Equipment in the possession or control of the Client;

5.1.8 permit the Service Provider or its duly authorised representative to inspect or repair the Equipment at all reasonable times and for such purpose to enter upon any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection or repair;

5.1.9 not, without the prior written consent of the Service Provider, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

5.1.10 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Service Provider in the Equipment;

5.1.11 not use the Equipment for any unlawful purpose or in any way which may cause harm to any person;

5.1.12 ensure that at all times the Equipment remains identifiable as being the Service Provider's property;

5.1.13 promptly inform the Service Provider in the event of Total Loss to the Equipment, and provide cooperation and do all such acts and things as may be reasonably required by the Service Provider for the recovery of Total Loss claim; and/or

5.1.14 not instruct, authorise, facilitate or assist a third-party to do any of the above acts;

and shall at the end of the Term deliver up the Equipment in the event the Client elects to participate in the Equipment Return Program at such address as the Service Provider requires, or if necessary, allow the Service Provider or its representatives access to any premises where the Equipment is located for the purpose of removing the Equipment.

6 **Equipment Warranty**

6.1 Subject to the Service Provider's full receipt of the Green Warrior Program Fee and all other fees payable by the Client under this Agreement, the Service Provider warrants that the

Equipment will be covered under the warranty of the manufacturer and of which the manufacturer will provide free warranty support and services in respect of any defects in material or workmanship under normal use of the Equipment during the Term to the Client. Following the expiry of the Term, the warranty of the manufacturer in respect of the Equipment shall be immediately lapsed and the manufacturer shall not be obligated to provide any further warranty support and services to the Client in respect of the Equipment.

6.2 The Service Provider shall use its reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself during the Term, provided that:

6.2.1 the Client notifies the Service Provider of any defect at info.smartrental.asia within five (5) Business Days of the defect occurring or of becoming aware of the defect;

6.2.2 the Service Provider is permitted to make a full examination of the alleged defect;

6.2.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person; and

6.2.4 the defect is directly attributable to defective material, workmanship or design.

6.3 For the avoidance of doubt, the warranty provided under **Clause 6.1** will be void if (i) the Equipment has been tampered with, modified, abused, neglected, or improperly used; and/ or (ii) the Equipment is used in combination with other goods not provided or authorised by the Service Provider. Any costs of damage to the Equipment caused by the Client's fault, *inter alia*, improper treatment, above intended usage, negligence and/or misuse shall be borne by the Client.

6.4 Where the Equipment is required to be repaired, fixed and/or maintained at the manufacturer's service center, the Client shall be responsible to personally deliver the Equipment to the service center for repair and maintenance and the manufacturer shall carry out the repair and/or maintenance provided that such need for repair and/or maintenance is not as a result of any negligence, misuse, or mishandling of the Client, and in this respect, the Client acknowledges that it will not be provided with any Equipment as replacement ("**Temporary Loan Equipment**") by the Service Provider or the manufacturer during the period where the Equipment is being repaired, fixed and/or maintained, save and except that where the period of repair and/or maintenance will take more than three (3) Business Days from the time of receipt by the manufacturer of the broken or malfunction Equipment, the Service Provider may at its sole discretion provide the Client with a Temporary Loan Equipment to be selected by the Service Provider at its sole discretion as temporary substitution of the exiting Equipment.

6.5 In the event a Temporary Loan Equipment is being provided to the Client under this Agreement, all the terms and conditions of this Agreement relating to the Equipment shall apply to the Temporary Loan Equipment and the Client shall return the Temporary Loan Equipment, at its sole cost and expense, to the Service Provider upon receipt and retuned of the repaired, fixed and/or maintained Equipment from the Service Provider to the Client.

7 **Ownership of the Equipment**

7.1 Upon the expiry of the Term, the Client shall have the option to either (a) deliver the Equipment back to the Service Provider ("**Equipment Return Program**") and subsequently the Client shall be entitled to receive a fee equivalent up to fifteen per cent (15%) of the Green Warrior Program Fee ("**Equipment Return Fee**"), provided that the Equipment shall have, to the satisfaction of the Service Provider, been returned to the Service Provider in good and operating condition (fair, wear **Ownership Fee**").

7.2 In the event the Client elects to participate in the Equipment Return Program, the Client shall be entitled to be paid the Equipment Return Fee, for returning the Equipment back to the Service Provider upon the expiry of the Term, provided that the Equipment shall have, to the satisfaction of the Service Provider, been delivered and returned to the Service Provider in good and operating condition (fair, wear and tear excepted). For the avoidance of doubt, the Client shall not be entitled to any Equipment Return Fee in the event that this Agreement is terminated by the Service Provider in accordance with **Clause 10.2**.

7.3 Notwithstanding the foregoing, in the event that the Equipment is found to have defects, broken or is not in good and operating condition upon the return of the Equipment to the Service Provider at the expiry of the Term, the Service Provider shall be entitled to set-off the Equipment Return Fee payable in accordance with this Agreement against any additional charges payable by the Client for any defect discovered by the Service Provider upon the return of the Equipment, which charges shall be as stipulated in **Annexure B,** in accordance with the Equipment's grading as determined by the Service Provider upon its return. For the avoidance of doubt, the Service Provider will conduct a comprehensive assessment on the Equipment and grade the condition of the Equipment upon its return, and the determination of the Equipment's condition and grading made by the Service Provider shall be binding and final.

7.4 In the event the Client elects to own the Equipment at the expiry of the Term, the Client agrees to pay the Ownership Fee within one (1) week from the date of expiry of the Term. Upon receipt of the Ownership Fee, the Service Provider agrees to do all such acts and things as may be necessary to surrender his ownership of and shall transfer all the title, interest and ownership of

the Equipment to the Client. For the avoidance of doubt, the title and ownership of the Equipment shall remain vested in the Service Provider until the Ownership Fee has been fully paid by the Client to Service Provider.

8 **Other Benefits of the Program**

8.1 In consideration of the Client subscribing to the Program, the Client shall be entitled to receive free cybersecurity system protection in respect of the Equipment as stipulated in **Annexure C** ("**Cybersecurity Services**"), the Cybersecurity Services of which shall either be subject to the expiry of the Term, or the termination of this Agreement by the Client prior to the expiry of the Term in accordance with **Clause 10.3**. For the avoidance of doubt, the Client shall not be entitled to any Cybersecurity Services in the event that this Agreement is terminated by the Service Provider in accordance with **Clause 10.2**.

8.2 Further, the Service Provider will use its reasonable endeavours to provide the Client with access to shared offices and meeting pods facilities at the relevant locations operated by the Service Provider throughout Malaysia during the Term, provided that the use of and access to the shared offices and meeting pods facilities are subject to availability or vacancy at the relevant location from time to time, and the Service Provider shall have the right to remove the Client's right to access to these facilities at any time at the sole discretion of the Service Provider without further notice or reference to the Client. The Client undertakes and agrees that it shall at all times comply with the rules and regulations of the relevant shared offices and/or meeting pods facilities, failing which the Service Provider reserves the right to exclude the Client from the shared offices and/or meeting pods facilities operated by the Service Provider.

8.3 In consideration of the Client subscribing to the Program, the Client shall be entitled to participate in the Smart Rental Planet Points Reward Programme offered by the Service Provider ("**Reward Programme**"). Under the Reward Programme, the Client will be allocated and awarded with Smart Rental Planet Points ("**Planet Points**") which can be redeemed, applied and utilised by the Client, wholly or partially, to offset against any payment to be made by the Client in respect of any subsequent orders, purchases or subscriptions of any plans or products offered by the Service Provider, provided that the terms and conditions of the Reward Programme have been observed and complied with by the Client. A copy of the terms and condition of the Reward Programme is annexed in **Annexure D**. The amount of Planet Points which will be allocated and awarded to the Client will be determined based on the third column of **Annexure A**, subject to the Equipment subscribed by the Client.

8.4 By subscribing to the Program, the Client shall be eligible to participate in a laptop sponsorship program for B40 students organised by a non-profit organisation affiliated with the Service Provider, namely, 'Sambong Future'. Under this program, the Service Provider would sponsor

a laptop on behalf of the Client, in the Client's name, to be donated to 'Sambong Future' for one year period. The primary objective of this sponsorship is to assist and support B40 students in their studies.

9 **Limitation of Liability**

9.1 The restrictions on liability in this **Clause 9** apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.2 The Service Provider's total liability to the Client (including any liability for the acts or omissions of its employees, agents and subcontractors) shall not exceed the Green Warrior Program Fee.

9.3 This Agreement sets forth the full extent of the Service Provider's obligations and liabilities in respect of the Equipment under the Program. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Service Provider except as specifically stated in this Agreement. Any condition, warranty or other term concerning the Equipment or the Program which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded.

9.4 The Service Provider shall not have any obligation or liability to the Client, and hereby disclaims to the fullest extent permissible by Laws all liability for any indirect, incidental, special, exemplary, consequential damages, pure economic loss or other pecuniary loss, including, any loss of revenue or profits, loss of sales or business, loss of agreements or contracts, loss of damages to goodwill, any loss resulting from business interruption or any loss arising out of the lawful termination of this Agreement.

10 **Termination**

10.1 This Agreement will be effective upon both parties' execution and shall continue to be in full force and effect throughout the Term until the determination or earlier termination of this Agreement.

10.2 Without prejudice to any other right or remedy available to the Service Provider, the Service Provider may terminate this Agreement and the Program with immediate effect by giving written notice to the Client if:

10.2.1 the Client is insolvent or goes into liquidation, whether compulsory or voluntary (except for the purposes of a bona fide reconstruction or amalgamation);

10.2.2 the Client fails to pay any amount due under this Agreement (including Green Warrior Program Fee and/or Ownership Fee) on the due date for payment; and/or

10.2.3 the Client commits a breach of or threatens to breach any other term of this Agreement.

10.3 The Client may terminate this Agreement and the Program with immediate effect by giving a written notice to the Service Provider if:

10.3.1 the Service Provider is insolvent or goes into liquidation, whether compulsory or voluntary (except for the purposes of a bona fide reconstruction or amalgamation); and/or

10.3.2 the Service Provider commits a breach of or threatens to breach any other term of this Agreement, and in the event that the breach is capable of being remedied, fails to take such steps to remedy the breach within fourteen (14) days of receipt of a notice from the Client requiring such breach to be remedied.

10.4 This Agreement shall automatically terminate in the event a Total Loss occurs and the insurance company rejects the Total Loss claim in relation to the Equipment for whatever reason as stipulated in **Clause 4.6**.

10.5 Save and except the occurrence of events stipulated in **Clauses 10.2 to 10.4**, the Client acknowledges and agrees that the Client shall at all times not be entitled to early terminate this Agreement.

11 **Consequences of Termination**

11.1 Upon the earlier termination of this Agreement and the Client's subscription to the Program, in accordance with **Clause 10.2**:

11.1.1 the Service Provider's consent to the Client's possession of the Equipment shall terminate and the Service Provider may, by its authorised representatives, without notice and at the Client's expense, retake possession of the Equipment and for this purpose may enter any premises at which the Equipment is located. For the avoidance of doubt, in the event the possession of the Equipment is required to be retaken as a result of the termination of this Agreement and the Program under **Clause 10.2**, all costs and expenses incurred by the Service Provider for retaking possession of the Equipment, including any travel charges, shall be borne by the Client; and

11.1.2 without prejudice to any other rights or remedies of the Service Provider, the Client shall pay to the Service Provider on demand the Equipment.

11.2 Upon the earlier termination of this Agreement and the Client's subscription to the Program, in accordance with **Clause 10.3**, the ownership of the Equipment shall be transferred to the Client provided that the Ownership Fee has been settled and paid to the Service Provider or any person or entity nominated by the Service Provider.

11.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

12 **Confidential Information**

12.1 Each party undertakes that it shall not at any time during the Term and thereafter, disclose to any person any confidential information concerning the other party, except as permitted by **Clause 12.2**.

12.2 Each party may disclose the other party's confidential information:

12.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this **Clause 12**; and

12.2.2 as may be required by Laws or any Governmental Authority.

12.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

12.4 Confidential information does not include information which,

12.4.1 is or becomes public other than by breach of this Agreement; or

12.4.2 is required to be disclosed by Laws or Government Authority.

12.5 This provision of this **Clause 12** shall survive the termination of this Agreement without limit in time.

13 **Indemnity**

13.1 The Client undertakes to fully indemnify and keep indemnified and hold harmless the Service Provider from and against any and all losses, liabilities, obligations, damages, judgements, deficiencies, claims, demands, suits, proceedings, arbitration, assessment, costs and expenses (including expenses of investigation and enforcement of this indemnity and reasonable solicitors' fees and expenses) sustained, incurred, suffered or paid by the Service Provider as a result of or arising out of any breach by the Client of its duties, covenants, stipulations and obligations under this Agreement on its part to be performed and fulfilled, provided that the indemnity contained in this **Clause 13** shall be without prejudice to any other rights or remedies of the Service Provider and all such other rights or remedies are hereby expressly reserved to the Service Provider.

13.2 Further to the above, if the Client opts to participate the Equipment Return Program, and upon inspection of the Equipment returned by the Client at the end of the Term, the Service Provider discovers that the Equipment is damaged (fair wear and tear only excepted) or has any cracks, including any cracks and/or damages on the casing or LCD of the Equipment, the Client shall indemnify the Service Provider in full for any losses or damages suffered, sustained or incurred by the Service Provider in making good the damage and/or crack, including any repair costs in respect thereof, and the Client agrees and acknowledges that the Service Provider shall be entitled to set-off the Equipment Return Fee payable in accordance with **Clause 7.3** against any additional charges payable by the Client for any defect discovered by the Service Provider.

14 **Amendments and Waivers**

14.1 The Service Provider reserves its right to amend the terms and conditions of this Agreement at any time as it deems fit by providing a written notice of the amendments to the Client. Save and except for the foregoing, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all the parties hereto.

14.2 No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

15 **Assignment**

15.1 This Agreement shall be binding upon and inure for the benefit of the successors of the parties.

15.2 The Client shall not, without the prior written consent of the Service Provider, assign its rights, benefits, and interest under this Agreement. Further, the Client shall not, without the prior written consent of the Service Provider, novate its rights, benefits, interest and obligations under this Agreement. Any assignment, novation, transfer or delegation which is made without such prior written approval shall constitute a breach of this Agreement.

15.3 The rights, benefits, interest, and obligations of the Service Provider under this Agreement shall be freely transferable or assignable (whether in whole or in part).

16 **Rights and Remedies**

Except as expressly provided in this Agreement, the rights and remedies of the Service Provider provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by Laws, in equity or otherwise. The election of any one or more of such remedies by any of the Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

17 **Severability**

If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any Laws to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of this Agreement.

18 **Notices**

18.1 All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and in English and delivered personally or sent by prepaid registered post with recorded delivery, or by courier or e mail transmission addressed to the intended recipient thereof at its address or e mail address set out hereunder (or to such other address or e mail address as a party to this Agreement may from time to time duly notify the other party). Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by e mail) immediately or (if given or made by registered post or courier) 48 hours after posting, and in proving the same it shall be sufficient to show that personal delivery was made or that the envelope containing such notice was properly addressed as a prepaid registered letter or that the email was properly addressed and despatched.

18.2 The addresses and e mail addresses of the parties for the purposes of **Clause 18.1** are:

Phone
+603-8084 4231

Email
Info@smartrental.asia

Linear Channel Sdn Bhd (489598-X)
Lot 8-9, Level 8, Wisma Trax,
Jalan Lima, Off Chan Sow Lin,
55200 Kuala Lumpur, Malaysia

18.2.1 in the case of service on the Service Provider to:

Address	:	Lot 8-9, Level 8, Wisma Trax, Jalan Lima, Off Chan Sow Lin, 55200 Kuala Lumpur, Malaysia
For the attention of	:	Support Team
Email address	:	support@smartrental.my

18.2.2 In this **Clause 18** if deemed receipt occurs before 10am on a Business Day the notice shall be deemed to have been received at 10am on that day, and if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 10am on the next Business Day.

19 **No Partnership or Agency**

19.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

19.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20 **Cost and Expenses**

Each of the parties shall bear its own legal and other professional costs and expenses incurred by it in the negotiation and preparation of this Agreement and any other agreement or document entered into or signed under or in connection with this Agreement.

21 **Entire Agreement**

This Agreement constitutes the entire agreement and full understanding among the parties hereto with respect to all of the matters herein and it supersedes any previous negotiations, discussions, correspondence, arrangements, agreements and understandings among them, oral or written, with respect to the matters addressed herein.

22 **Reasonableness**

The Client acknowledges and confirms that it has sought independent legal advice from professional legal advisors with regards to all the matters provided for in this Agreement and agrees that the provisions of this Agreement (including all documents entered into pursuant to this Agreement) are fair and reasonable and agrees that its failure to obtain such advice shall not be used as a defence to the enforcement of the terms and conditions under this Agreement.

23 **Counterparts and E-Signatures**

23.1 This Agreement may be executed in any number of counterparts and by different parties on separate counterparts but shall not take effect until each party has executed at least one (1) counterpart. Each counterpart shall constitute an original, and all the counterparts together shall constitute a single agreement.

23.2 This Agreement, may be accepted, executed or agreed to through the use of an electronic signature, whether digital or encrypted, in accordance with the Electronic Commerce Act 2006. Any document accepted, executed or agreed to in conformity with such law will be binding on each party and shall have the same legal effect, validity or enforceability as if it were physically executed.

24 **Time of the Essence**

Unless expressly provided otherwise, time wherever mentioned shall be of the essence of this Agreement.

25 **Governing Law and Jurisdiction**

25.1 This Agreement shall be governed by, and construed in accordance with, the Laws of Malaysia.

25.2 The parties irrevocably agree that the courts of Malaysia are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that, accordingly, any legal action or proceedings arising out of or in connection with this Agreement may be brought in those courts and the parties irrevocably submit to the jurisdiction of those courts.

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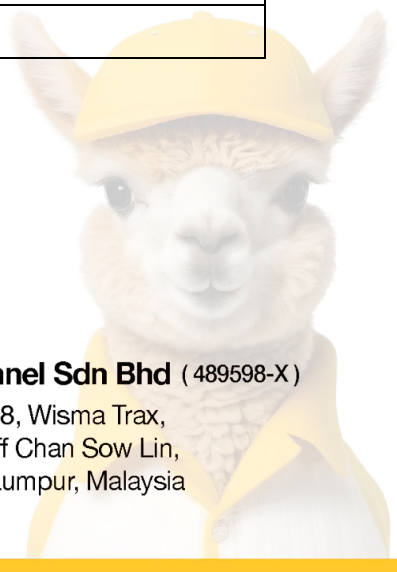
Schedule 1
The Client's Details and Particulars

Section A: Individual Client

Name:	[•]
NRIC/ Passport No.:	[•]
Nationality:	[•]
Home Address:	[•]
Email Address:	[•]
Phone No.:	[•]

Section B: Corporate Client

Registered Name:	[•]
Registration No.:	[•]
Country of Incorporation:	[•]
Registered Address:	[•]
Business Address:	[•]
Email Address:	[•]
Name of Authorised Representative:	[•]
Phone No.:	[•]



IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

The Service Provider

SIGNED by)
for and on behalf of)
LINEAR CHANNEL SDN. BHD.)
Company Registration No. 199901014698 (489598-X))
in the presence of:)

.....
Authorised Signatory

The Client

SIGNED by)
for and on behalf of)
[insert name] SDN. BHD.)
Company Registration No. [insert number])
in the presence of:)

.....
Authorised Signatory



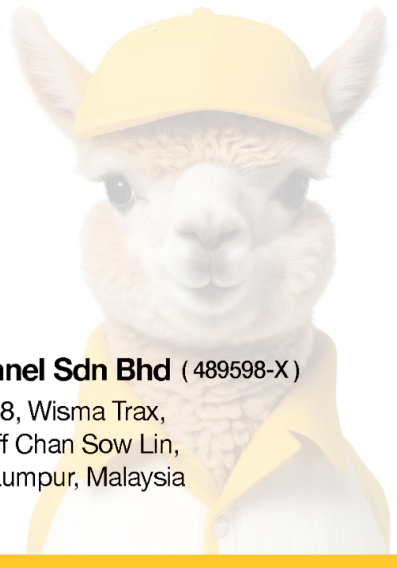
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Info@smartrental.asia

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Jalan Lima, Off Chan Sow Lin,
55200 Kuala Lumpur, Malaysia

Annexure A
Equipment Package

(1)	(2)	(3)
Green Warrior Program Fee	**Model and Specification of the Equipment**	**Smart Planet Points (equivalent to 10% of the Green Warrior Program Fee)**
RM 3500	Latitude 3440 i5-1335U/8GB/256GB-SSD/Win11Pro/3yrsNBD	350
[•]	[•]	[•]
[•]	[•]	[•]



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Annexure B
Equipment Return Grading Matrix Table

Grade	Condition	Defect Charges Payable by the Client
A	System if functioning as originally intended and reasonable wear and tear of the system	Nil
B	Has dents on the casing, missing computer accessories, missing RAM and/or Hard Drive	40% of Equipment Return Fee
C	LCD Damaged or Crack, Motherboard is damaged, USB and/or Keyboard is not functioning and/or broken, Keyboard keys are missing and/or broken, Laptop casing cracked both internally and/or externally.	70% of Equipment Return Fee



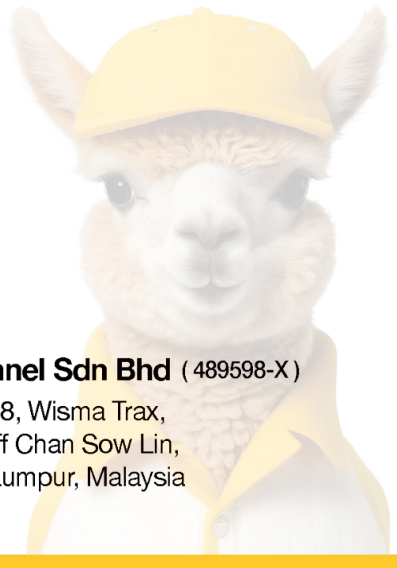
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Annexure C
Cybersecurity Services

Feature Smart Cybersecurity	
Security	Protect Cloud
	#CyberFit Score
	Vulnerability assessment
	Anti-ransomware protection
	Antivirus and Antimalware protection: Cloud signature- based file detection only (no local signature-based detection)
	Antivirus and Antimalware protection: Pre-execution AI-based file analyser, behaviour-based Cyber Engine
Cyber protection management	Group management of devices
	Centralized plan management
	Monitoring and alerts
	Remote desktop (Windows, RDP)
	Reporting
Data loss prevention	Hardware inventory
	Backup to Cloud storage
	Backup for Synology NAS



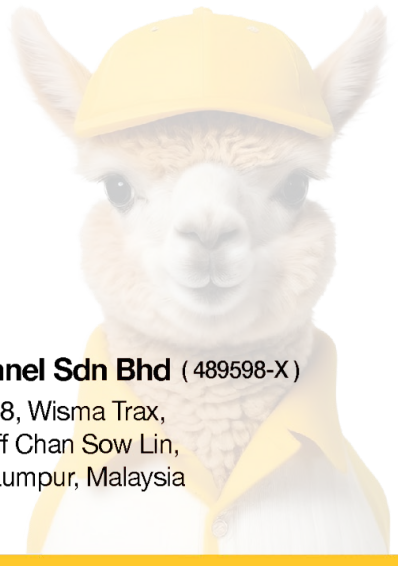
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Annexure D
Smart Rental Planet Points Reward Programme
Terms and Conditions

(*as attached*)



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