

SMART AGILITY PROGRAM SUBSCRIPTION & SERVICE AGREEMENT

- 1) This Smart Agility Program Subscription & Service Agreement (“**Agreement**”) is a binding agreement between you (the “**Client**”) and **LINEAR CHANNEL SDN BHD (Company 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**”).
- 2) Smart Agility 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.
- 3) This Agreement governs and regulates the terms and conditions for the subscription of the Program from the Service Provider during the Subscription Period (as hereinafter defined).
- 4) By clicking “accept”, the Client unconditionally acknowledges and agrees that: (a) it has read and understood this Agreement; (b) (if the Client is an individual) he is of legal age to enter into a binding agreement; and (c) it is legally bound by this Agreement.
- 5) Please read and understand this Agreement carefully before continuing to use the services and/or products provided by the Service Provider on the Service Provider’s website <https://www.smartrental.asia/> (“**Website**”). If the Client does not understand this Agreement, or any services or products that the Service Provider provides or offers, the Client should contact the Service Provider before placing any order for hire, filling any forms and/or sending the Service Provider any information.
- 6) The Service Provider reserves the right, in its sole and absolute discretion, to modify, vary, amend, change and/or update this Agreement, and any schedules, annexures, appendices, checklists or agreements which are incorporated herein at any time as it deems fit and with reasonable notice to the Client, for example, by posting an update on the Website, or by emailing the updated Agreement to the Client. Such modifications, variations, amendments, changes and/or updates to this Agreement shall be effective upon the posting of an updated version on the Website. The Client agrees that it shall be its responsibility to review this Agreement regularly to ensure its understanding of this Agreement is current and understand the terms and conditions that apply to its hire of the Equipment.
- 7) The Client’s non-termination or continued use of the Equipment after the effective date of any modifications, variations, amendments, changes and/or updates constitutes the Client’s acceptance of, and agreement to be bound by, the revised Agreement.



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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 Smart Agility Program Subscription & Service Agreement;

“**Agility Package**” means the package stipulated in **Annexure A** herein as offered by the Service Provider to the Client, or such other special packages offered by the Service Provider from time to time, as communicated by the Service Provider to the Client and stipulated in the respective subscription invoices;

“**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;

“**E-Mandate**” shall have the meaning ascribed to it in **Clause 2.1**;

“**Equipment**” means the device(s) subscribed by the Client under the Program, based on the Agility Package offered by the Service Provider to the Client, 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);

“**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 Law;



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“**Insurance**” shall have the meaning ascribed to it in **Clause 6.2**;

“**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;

“**Temporary Loan Equipment**” shall have the meaning ascribed to it under **Clause 6.5**;

“**Program**” means Smart Agility Program;

“**SR Buy Back Program**” shall have the meaning ascribed to it in **Clause 2.3**;

“**SR Buy Back Price**” shall have the meaning ascribed to it in **Clause 2.3**;

“**Subscription 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 Agility Package(s) offered by the Service Provider under the Program;

“**Subscription Period**” means the period of three (3) years from the Commencement Date;

“**Tax**” means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies, whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and in respect of any person and all penalties, charges, costs and interest relating thereto;

“**Tax Authority**” means any taxing or other authority competent to impose any liability in respect of Tax or responsible for the administration and/or collection of Tax or enforcement of any law in relation to Tax;

“**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; and

“**Website**” means the Service Provider's website at <https://www.smartrental.asia/>.

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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 Schedules to it and references to Clauses and Schedules are to the clauses and schedules to this Agreement. References to Paragraphs are to paragraphs of the Schedules;
- (iv) a person (which for the purposes of this Agreement means any individual, corporation, partnership, association, limited liability company, trust, governmental or quasi-governmental authority or body 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



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(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 Agility Program

2.1 To enjoy and be entitled to the benefits of the subscription made by the Client under the Program, the Client shall pay the relevant Subscription Fee via electronic mandate payment system (“**E-Mandate**”), including but not limited to credit card auto-debit or bank auto-debit, in accordance with the payment terms stipulated on the Website and under the subscription invoice(s) issued by the Service Provider to the Client, or such other payment method as approved by the Service Provider. The Client shall be required to provide all necessary authorisations, payment details, and supporting documents to enable the Service Provider to automatically deduct the Subscription Fee on the due date. The Client shall further be liable to ensure that sufficient funds or credit limit are available for such deduction.

2.2 In the event the Client has the approval of the Service Provider to make payment of the Subscription Fee via any other payment method, the Client understands and acknowledges that:

2.2.1 any part of the Subscription Fee which remains overdue and unpaid will be subject to a late payment interest at the rate of one point five percent (1.5%) per month, calculated on a daily basis from and including the due date for payment until the date on which the outstanding sum together with interest is fully paid to the Service Provider, based on the actual number of days elapsed. All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of Tax as required by Law); and



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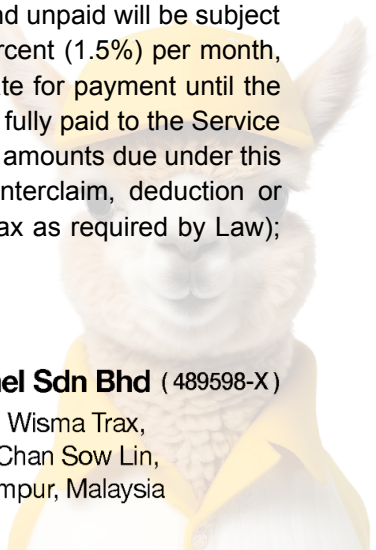


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- 2.2.2 the Client shall not be entitled to participate in the Smart Rental Planet Points Reward Programme and/or any other reward programme which may be offered by the Service Provider from time to time.
- 2.3 At the time of subscribing to the Program, the Client shall have the option to decide whether to participate in the reselling program offered by the Service Provider (“**SR Buy Back Program**”), which comes together with the Program, whereby in the event the Client elects to participate in the SR Buy Back Program, the Client shall, at the expiry of the Subscription Period, sell the Equipment to the Service Provider, at a price as stipulated in Item (3) of Annexure B (“**SR Buy Back Price**”), provided that the Equipment shall be returned to the Service Provider in good and operating condition (fair, wear and tear excepted, which will fall under Grade A of Annexure C).
- 2.4 During the Subscription Period, the Service Provider shall not, other than in the exercise of its rights under this Agreement or applicable Law, interfere with the Client's quiet possession of the Equipment.
- 2.5 This Program shall commence on and from the Commencement Date and expiring at the end of the Subscription Period.
- 3 Equipment Delivery and Installation**
- 3.1 Upon subscription by the Client to the Program, the Service Provider shall deliver the Equipment free of charge to the Client, save and except that the delivery of the Equipment to East Malaysia shall be subject to a fee to be mutually agreed between the parties. Further, the Service Provider shall install the Equipment for the Client at the Client's premises, which shall be subject to the expense of the Client at 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. 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. If required by the Service Provider, the Client's duly authorised representative shall sign a receipt confirming such acceptance.



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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 Save and except in respect of circumstances where the Client has elected to subscribe for the 'Subscription to Own' package and has agreed not to participate in the SR Buy Back Program whereby the right, title and interest to the Equipment shall belong to the Client upon the full and final settlement of the Subscription Fee to the Service Provider, the Equipment shall at all times remain the property of the Service Provider during the Subscription Period, 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 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Client on Delivery. Without prejudice to **Clause 4.2** of this Agreement, the Equipment shall remain at the sole risk of the Client during the Subscription Period until such time as the Equipment is sold and delivered to the Service Provider upon the expiry of the Subscription Period, in the event the Client opts to participate in the SR Buy Back Program or chooses to sell the Equipment to the Service Provider upon the expiry of the Subscription Period notwithstanding that the Client has not subscribed for the SR Buy Back Program, as the case may be.

4.3 The Client shall give immediate written notice to the Service Provider in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Client's possession or use of the Equipment.

5 Responsibilities of the Client

5.1 The Client shall during the term of this Agreement:

5.1.1 ensure that the Equipment is kept and operated in a suitable environment and proper manner, used 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). 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



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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 ensure that the Equipment is not exposed to any risk of lost 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 where applicable, 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 save and except in respect of the exception as stipulated under **Clause 4.1**, ensure that at all times the Equipment remains identifiable as being the Service Provider's property;
- 5.1.13 not instruct, authorise, facilitate or assist a third-party to do any of the above acts; and/or



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5.1.14 deliver up the Equipment at the end of the Subscription Period (in the event the Client elects to subscribe for the SR Buy Back Program or chooses to sell the Equipment

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- 5.1.15 to the Service Provider upon the expiry of the Subscription Period notwithstanding that the Client has not subscribed for the SR Buy Back Program, as the case may be) or on the earlier termination of this Agreement (in the event of any breach by the Client of this Agreement) 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 and Insurance

- 6.1 The Equipment will be covered under the warranty of the manufacturer and of which the Service Provider will provide free warranty support and services in respect of the Equipment during the Subscription Period to the Client. Following the expiry of the Subscription Period, the warranty of the manufacturer in respect of the Equipment shall be immediately lapsed and the Service Provider shall not be obligated to provide any further warranty support and services to the Client in respect of the Equipment.
- 6.2 Upon the Client signing up and subscribing for the Program and Agility Package, the Service Provider will procure a 'Machines and Equipment Insurance' ("**Insurance**") from an insurance provider to be determined at its sole discretion to provide insurance coverage for the Equipment during the Subscription Period. 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. For the avoidance of doubt, the right to claim for any loss or damage to the Equipment under the Insurance shall be subject to the relevant terms and conditions of the Insurance policy and the Client acknowledges that it shall be responsible and liable for any loss or damage to the Equipment prior to and after the effective period of the Insurance.
- 6.3 For the avoidance of doubt, in the event of any extension of the Program by the Client after the Subscription Period, the Client acknowledges that the Insurance shall lapse on the expiry of the Subscription Period and the Client shall have the option to purchase an Insurance for the Equipment from the expiry of the Subscription Period until the end of the Extended Subscription Period.
- 6.4 The Service Provider shall use its reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself during the Subscription Period, provided that:



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- 6.4.1 the Client notifies the Service Provider of any defect via the SR ticketing system at <https://smartrental.my/ticket/open.php> within five (5) Business Days of the defect occurring or of becoming aware of the defect;
- 6.4.2 the Service Provider is permitted to make a full examination of the alleged defect;
- 6.4.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person; and
- 6.4.4 the defect is directly attributable to defective material, workmanship or design.
- 6.5 Where the Equipment is required to be repaired, fixed and/or maintained at the Service Provider's service centre, the Client shall be responsible to personally deliver the Equipment to the service centre for repair and maintenance and the Service Provider 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**") 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 five (5) Business Days from the time of receipt by the Service Provider 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.
- 6.6 Notwithstanding the foregoing, in the event the Client is unable, for any reason, to deliver the Equipment to the service centre for repair and maintenance, the Client shall notify the Service Provider for pick up of the Equipment at the Client's premises. If the Client is located at West Malaysia, such service will be provided free-of-charge to the Client. On the other hand, if the Client is located in East Malaysia, the Client shall be responsible for the courier fees for delivering the Equipment to the Service Provider's service centre for repair and maintenance.
- 6.7 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 returned of the repaired, fixed and/or maintained Equipment from the Service Provider to the Client.



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7 Ownership of the Equipment

- 7.1 In the event the Client elects not to participate in the SR Buy Back Program, the Client shall not be required to sell the Equipment to the Service Provider upon the expiry of the Subscription Period. Notwithstanding the Client elects not to participate in the SR Buy Back Program, subject to the full and complete settlement of the Subscription Fee by the Client, the Service Provider agrees that the Client shall have the option to surrender his ownership of and sell the Equipment to the Service Provider upon the expiry of the Subscription Period at the SR Buy Back Price as stipulated in **Item (2) of Annexure B**, or in the event the Client has subscribed for a special Agility Package offered from the Service Provider, at the SR Buy Back Price as stipulated in the respective invoice(s) issued by the Service Provider to the Client.
- 7.2 In the event the Client has at the time of entry into this Agreement and subscription of the Program and Agility Package elects to participate in the SR Buy Back Program, subject to the full and complete settlement of the Subscription Fee by the Client, the Client shall be entitled to be paid the SR Buy Back Price as stipulated in **Item (3) of Annexure B**, or in the event the Client has subscribed for a special Agility Package from the Service Provider, the SR Buy Back Price as stipulated in the respective invoice(s) issued by the Service Provider to the Client, for sale of the Equipment to the Service Provider upon the expiry of the Subscription Period, provided that the Equipment shall be returned to the Service Provider in good and operating condition (fair, wear and tear excepted).
- 7.3 Notwithstanding the foregoing, in the event that the Equipment is found to have defects, broken or not in good and operating condition upon the return of the Equipment to the Service Provider at the expiry of the Subscription Period, the Service Provider shall be entitled to set-off the SR Buy Back Price 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 C**, in accordance with the Equipment's grading as determined by the Service Provider. 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 Further, upon the returned and delivery of the Equipment to the Service Provider at the expiry of the Subscription Period, 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 (to be decided by the Service Provider at its sole discretion) on behalf of the Client, in



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the Client's name, to be donated to 'Sambong Future'. The primary objective of this sponsorship

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is to assist and support B40 students in their studies. For the avoidance of doubt, the Client shall not be entitled to any SR Buy Back Price in the event that this Agreement is terminated by the Service Provider in accordance with **Clause 10.2**.

- 7.5 Further, in the event the Service Provider goes into liquidation, whether compulsory or voluntary (except for the purposes of a bona fide reconstruction or amalgamation), the ownership of the Equipment shall automatically be transferred to the Client without further notice or reference to the Client, provided that the Client has fully and completely settled the Subscription Fee (and where applicable, any interest arising thereof in accordance with this Agreement).

8 Other Benefits of the Program

- 8.1 In consideration of the Client subscribing to the Program and Agility Package, the Client shall be entitled to receive free cybersecurity system protection in respect of the Equipment as stipulated in **Annexure D (“Cybersecurity Services”)**, the Cybersecurity Services of which shall either be subject to the expiry of the Subscription Period, or the termination of this Agreement by the Client prior to the expiry of the Subscription Period 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** and notwithstanding the provision of the Cybersecurity Services, the Service Provider shall not be liable for any cybersecurity losses incurred by the Client during the Subscription Period.

- 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 Subscription Period, 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.

9 Limitation of Liability



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- 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 Subscription 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 and Agility Package. 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 and Agility Package 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 Law 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 shall take effect when the Client clicks "accept" or ticks the acceptance box on the Website, and shall continue in full force and effect throughout the Subscription Period until its expiry or earlier termination in accordance with 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 or Agility Package 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 on the due date for payment; and/or



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

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- 10.3 The Client may terminate this Agreement and the Program or the Agility Package 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), subject to **Clause 7.5**; 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 if a Total Loss occurs in relation to the Equipment. In the event of a Total Loss of the Equipment, the Service Provider will engage the insurance company providing the “Machines and Equipment Insurance” in respect of the Equipment on behalf of the Client to process the Total Loss claims. For the avoidance of doubt, in the event the insurance company rejects the Total Loss claim in relation to the Equipment, the Client acknowledges and understands that it shall be responsible for the value of the Equipment as stipulated in **Annexure E** (or the respective subscription invoice(s), in the event that a special Agility Package is subscribed by the Client), based on the Agility Package subscribed for by the Client.
- 10.5 In the event of a Total Loss of the Equipment after the Subscription Period, the Client acknowledges that the Equipment is not covered by any insurance and such insurance if required shall be procured separately by the Client.

11 Consequences of Termination

- 11.1 Upon the earlier termination or expiry of this Agreement and the Program and the Agility Package, however caused:
- 11.1.1 save and except in respect of the exception as stipulated under **Clause 4.1**, 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 and the Agility Package under **Clause 10.2**, all costs and expenses incurred by the Service



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Provider for retaking possession of the Equipment, including any travel charges, shall be borne by the Client;

- 11.1.2 in the event this Agreement has been terminated earlier in accordance with Clause 10.2, the Client shall be liable to pay the Subscription Fee for the remaining Subscription Period immediately upon demand by the Service Provider; and
 - 11.1.3 failing which, without prejudice to any other rights or remedies of the Service Provider, the Client shall pay to the Service Provider on demand the value of the Equipment as stipulated in **Annexure E** (or the respective subscription invoice(s), in the event that a special Agility Package is subscribed by the Client), based on the Agility Package subscribed for by the Client.
- 11.2 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 Subscription Period 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 Law 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.



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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, in the event the Service Provider, upon inspection of the Equipment returned by the Client at the end of the Subscription Period, 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.

14 Amendments and Waivers

- 14.1 The Service Provider reserves the right to amend the terms and conditions of this Agreement at any time as it deems fit by giving reasonable notice to the Client, including by email, notification on the Website, or publication of the updated Agreement on the Website.
- 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



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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 Law.

17 Severability

If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any Law 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, 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), or notification through the Website or the Client's registered account, addressed to the intended recipient. 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 address and e mail address of the parties for the purposes of **Clause 18.1** are:

- 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



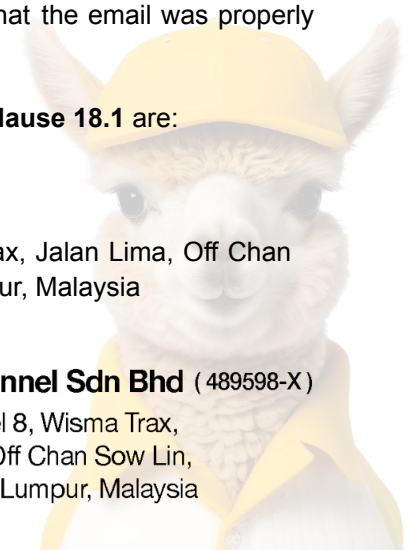
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For the attention of : Support Team

Email address : info@smartrental.asia

18.2.2 in the case of service on the Client, to the address and email address as set out in **Schedule 1** or such other address and email address provided by the Client to the Service Provider at the Website.

18.2.3 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.

18.3 The Client understands and acknowledges that it shall provide prior written notice to the Service Provider in the event of any changes to the Client's contact details, including but not limited to its mobile number and/or email address. The Client further acknowledges that the Service Provider shall be entitled to rely on the last contact details provided by the Client until official written notification of such change is received. The Service Provider shall not be held liable for any damages or losses suffered by the Client resulting from its failure to notify the Service Provider of such changes in accordance with this **Clause 18**.

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,

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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 E-Signatures

23.1 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:	<input type="text"/>
NRIC/ Passport No.:	<input type="text"/>
Nationality:	<input type="text"/>
Home Address:	<input type="text"/>
Email Address:	<input type="text"/>
Phone No.:	<input type="text"/>

Section B: Corporate Client

Registered Name:	<input type="text"/>
Registration No.:	<input type="text"/>
Country of Incorporation:	<input type="text"/>
Registered Address:	<input type="text"/>
Business Address:	<input type="text"/>
Email Address:	<input type="text"/>
Name of Authorised Representative:	<input type="text"/>
Phone No.:	<input type="text"/>



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Client's Acknowledgement Receipt and Acceptance

By ticking the box below,

I acknowledge that I have read and understood the terms and conditions of the above Smart Agility Program Subscription & Service Agreement and agree that by ticking this box, I accept and shall be bound by the terms and conditions of the Agreement.

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**Annexure A
Agility Package**

Package Pricing	Equipment Model	Specification of the Model
RM 138	Asus Expertbook	i5, 16GB Ram, 512GB SSD, Win 11
RM 180	HP Probook / Dell Latitude / Lenovo Thinkpad	i5, 16GB Ram, 256GB SSD, Win 11 Pro
RM 208	Apple: MacBook Air M1	8 Core CPU, 7 core GPU, 16 Core Neural Engine, 8GB ram, 256GB SSD

Note: Any special package not referred to herein shall be referred to in the respective invoices issued by the Service Provider to the Client.



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Annexure B
Agreed SR Buy Back Price
(Upon surrender of the Equipment at the end of the Subscription Period)

(1)	(2)	(3)
Package Pricing	SR Buy Back Price	
	‘Subscription to Own’ Package <i>(If Client elects not to participate in the SR Buy Back Program but chooses to sell the Equipment to the Service Provider upon the expiry of the Subscription Period)</i>	‘Subscription to Use’ Package <i>(If Client elects to participate in the SR Buy Back Program)</i>
RM 138	RM 600	RM 900
RM 180	RM 800	RM 1200
RM 208	RM 900	RM 1350

1. **Note:** SR Buy Back Price in respect of special packages offered by the Service Provider shall be as per stipulated in the respective invoices issued by the Service Provider to the Client.

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**Annexure C
SAP Buyback 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	Calculated based on 40% of SR Buy Back Price
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.	Calculated based on 70% of SR Buy Back Price

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**Annexure D
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 E
Total Loss Value**

Package Pricing	Total Loss Value
RM 138	RM3500
RM 180	RM4500
RM 208	RM5500

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