

SMART BOARD SUBSCRIPTION & SERVICE AGREEMENT

- 1) This Smart Board Subscription & Service Agreement (“**Agreement**”) is a binding agreement between you (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**”).
- 2) Smart Board Subscription 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.



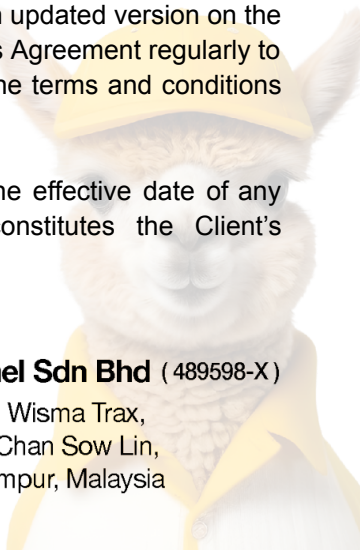
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- 8) If the Client has any question regarding this Agreement, the Client is advised to consult its professional lawyer.

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 Board 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;

“**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 2.2**;

“**Equipment**” means the device(s) subscribed by the Client under the Program, based on the package offered by the Service Provider stipulated in **Annexure A** herein, as specified in the subscription invoices to be issued by the Service Provider to the Client, including 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 tax 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;

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

“**Instalments**” shall have the meaning ascribed to it in **Clause 2.1.2**;



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“**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;

“**Planet Points**” shall have the meaning ascribed to it in **Clause 8.1**;

“**Program**” means Smart Board Subscription Program;

“**Reward Programme**” shall have the meaning ascribed to it in **Clause 8.1**;

“**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 package(s) offered by the Service Provider under the Program;

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

“**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 with the internet domain <https://www.smartrental.asia/>.

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(s) and Annexure(s) to it, and references to Clauses, Schedules 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,



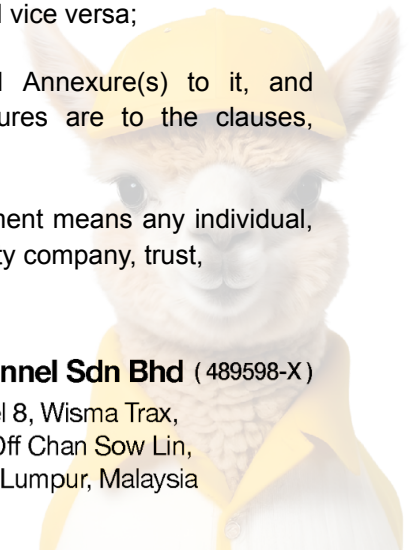
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governmental or quasi-governmental authority or body or other entity or organisation (whether or not having a separate legal personality)) shall include its successors in title;

- (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
- (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.



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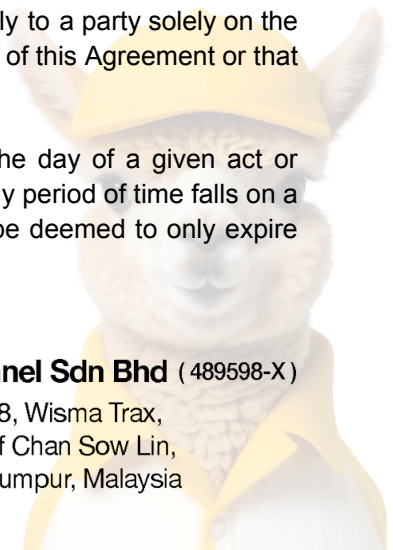


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2 Subscription of Smart Board Subscription Program

2.1 To enjoy and be entitled to the benefits of the subscription made to the Client under the Program, the Client shall pay the Subscription Fee in the aggregate sum as stipulated in the second column of **Annexure A**, which shall be payable in the following manner and tranches:

2.1.1 an upfront payment in such an amount as stipulated in the third column of **Annexure A**, which forms part of the Subscription Fee, shall be payable upon the Client's subscription to the Program; and

2.1.2 the remaining Subscription Fee shall be payable on a monthly basis by way of consecutive equal monthly instalments ("**Instalments**") during the Subscription Period, starting from the month immediately following the month whereby the subscription invoice has been received by the Client until the Subscription Fee has been fully paid and settled.

2.2 Unless otherwise approved by the Service Provider, the Client agrees and acknowledges that all Subscription Fee and any amount payable to the Service Provider shall be made via electronic mandate (auto-debit) 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 invoice(s) issued by the Service Provider to the Client. The Client shall provide all necessary authorisations, payment details and supporting documents to enable the Service Provider to automatically deduct the Subscription Fee on the due date and shall ensure that sufficient funds or credit limit are available for such deduction.

2.3 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:

2.3.1 any part of the Subscription Fee which remains overdue and unpaid shall be subject to 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 until the date on which the outstanding sum 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

2.3.2 the Client shall not be entitled to participate in the Reward Programme and/or any other reward programme which may be offered by the Service Provider from time to time.



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- 2.4 During the Subscription Period, 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.
- 2.5 This Program shall commence on the Commencement Date and shall expire on the last day of the Subscription Period, unless earlier terminated in accordance with this Agreement.
- 2.6 The Client agrees and acknowledges that the Service Provider shall be entitled to suspend warranty support and/or other benefits provided under this Agreement during any period in which the Client is in breach of its payment obligation under **Clause 2** and the Service Provider is not obligated to notify the Client for such suspension or termination. The Service Provider will reinstate such warranty and/ or other benefits upon settlement by the Client of all outstanding Subscription Fee and any applicable late payment interest accrued thereon.

3 Equipment Delivery and Installation

- 3.1 Upon the Client's subscription to the Program, the Service Provider shall, at the Service Provider's expense, procure its representatives or any third party service provider to deliver and install the Equipment for the Client at the designated address provided by the Client under **Schedule 1** of this Agreement, save and except that any delivery of the Equipment to, and installation of the Equipment in, 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



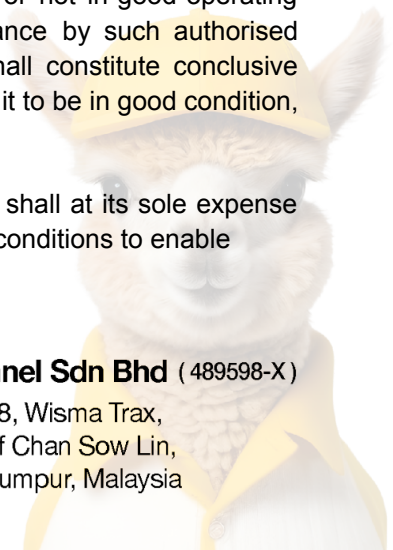
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Delivery and/or installation of the Equipment to be carried out safely and expeditiously by the Service Provider.

4 Title and Risk

- 4.1 The Equipment shall at all times remain the property of the Service Provider during the 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 Notwithstanding the above, subject to **Clause 7**, 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 Subscription Period, provided that all fees, costs and expenses payable to the Service Provider have been paid in full to the Service Provider.
- 4.3 The risk of any damage, accident, destruction or Total Loss of the Equipment shall pass to the Client on Delivery. Without prejudice to **Clause 7** of this Agreement, the Equipment shall remain at the sole risk of the Client during the Subscription Period.
- 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 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.
- 4.5 The Client shall give immediate written notice to the Service Provider in the event 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 For the avoidance of doubt, 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 Client agrees and acknowledges that the Client shall be responsible to compensate the Service



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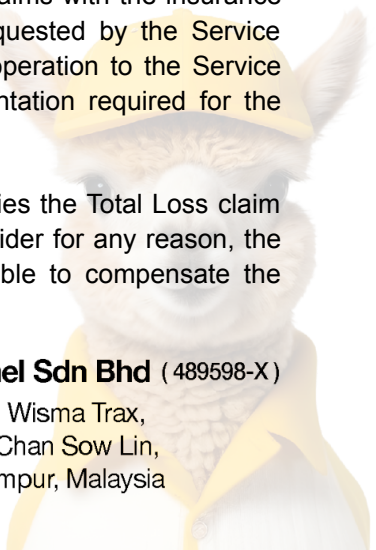


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A cartoon character wearing a yellow hat and a yellow shirt, positioned in the bottom right corner of the page.

Provider with the value of the Equipment as stipulated in the third column of **Annexure B**, based on the package subscribed for by the Client. Upon receipt of the compensation value as stipulated in the third column of **Annexure B**, the Service Provider will deliver a new Equipment to the Client, and this Agreement shall continue as if the original Equipment has not suffered Total Loss.

- 4.7 In the event of a Total Loss of the Equipment after the Subscription Period, the Client agrees and acknowledges that the Equipment is not covered by insurance and the Service Provider shall not be required to assist the Client to make a Total Loss claim for any loss or damage sustained, suffered or incurred by the Client as a result of the Total Loss of the Equipment.

5 Responsibilities of the Client

5.1 The Client shall during the Subscription Period:

- 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 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



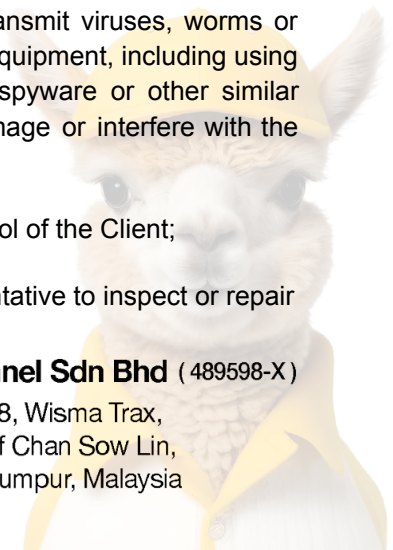
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the Equipment at all reasonable times and for such purpose to enter upon any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection or repair;

- 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 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;
- 5.1.13 ensure that at all times the Equipment remains identifiable as being the Service Provider's property; and/or
- 5.1.14 not instruct, authorise, facilitate or assist a third-party to do any of the above acts.

6 Equipment Warranty

- 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 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:
 - 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;



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- 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 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.
- 6.4 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 to arrange for the collection of the Equipment from 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.

7 Ownership of the Equipment

- 7.1 Subject to the full and complete settlement of the agreed Subscription Fee and all other costs and expenses which may be due and payable by the Client under this Agreement at the expiry of the Subscription Period, the title and ownership to the Equipment shall pass from the Service Provider to the Client and the Service Provider shall do all such acts and things as may be necessary to surrender its ownership and shall transfer all the title, interest and ownership of the Equipment to the Client at the expiry of the Subscription Period.
- 7.2 Upon the transfer of ownership of the Equipment to the Client, the warranty provided by the Service Provider shall immediately lapse. In the event the Equipment is found to have defects, broken or is not in good and operating condition after the transfer of ownership of the Equipment to the Client, the Client may request to deliver the Equipment to be repaired, fixed and/or maintained at the Service Provider's service center, subject to additional fees and charges to be mutually agreed between the parties.

8 Other Benefits of the Program

- 8.1 In consideration of the Client subscribing to the Program, the Client shall be entitled to



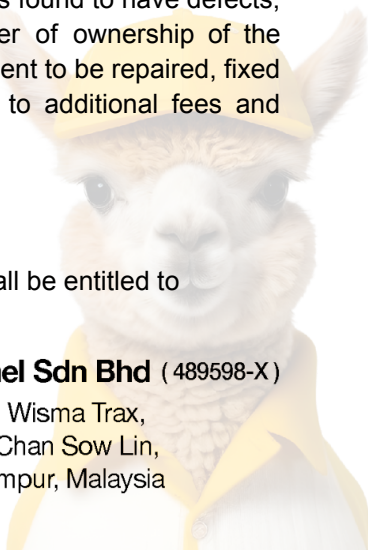
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participate in the Smart Rental Planet Points Reward Programme offered by the Service Provider (“**Reward Programme**”). Under the Reward Programme, the Client will be allocated and awarded with Smart Rental Planet Points (“**Planet Points**”) which 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 C**.

8.2 The amount of Planet Points which will be allocated and awarded to the Client will be determined based on the second column of **Annexure B**, subject to the subscription package subscribed by the Client.

9 Limitation of Liability

9.1 The restrictions on liability in this **Clause 8.2** 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 Subject always to applicable Laws, 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 To the fullest extent permitted by applicable Laws, 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.

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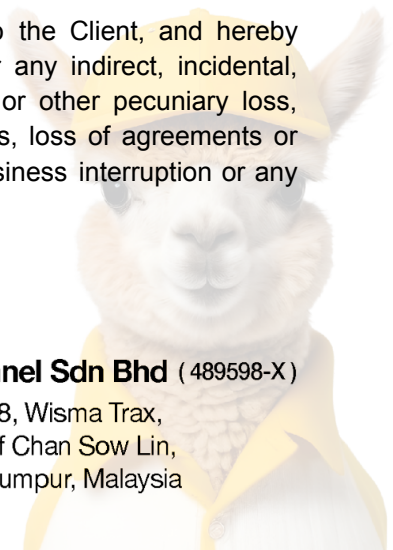
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10 Termination

- 10.1 This Agreement will take effect upon the Client indicating its acceptance of this Agreement by ticking the relevant acceptance box on the Website and shall continue in full force and effect throughout the Subscription Period unless earlier terminated 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 Client's subscription to 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 the Subscription Fee or any amount due under this Agreement 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 its subscription to 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.

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



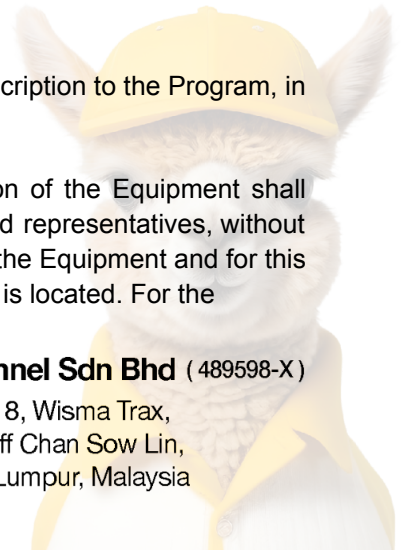
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avoidance of doubt, in the event the possession of the Equipment is required to be retaken as a result of the termination of this Agreement and the Client's subscription to the Program under **Clause 10.2**, all costs and expenses incurred by the Service Provider for retaking possession of the Equipment, including any travel charges, shall be borne by the Client; and

- 11.1.2 the Service Provider shall be entitled to cancel the Client's participation to the Reward Programme, and if applicable, forfeit all the Planet Points that have been allocated and rewarded to the Client.
- 11.2 Upon the earlier termination of this Agreement and the Client's subscription to the Program, in accordance with **Clause 10.3**, the Client shall not be entitled to retain possession of the Equipment, unless the Subscription Fee for the remaining balance of the Subscription Period 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 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 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.



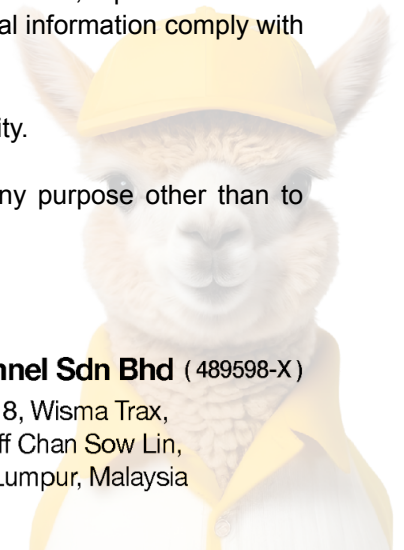
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Jalan Lima, Off Chan Sow Lin,
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- 12.4 Confidential information does not include information which,
- 12.4.1 is or becomes public other than by breach of this Agreement; or
- 12.4.2 is required to 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

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.

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 prior 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 under this Agreement. Any assignment, novation, transfer or delegation which is made without such prior written approval shall constitute a breach of this Agreement.



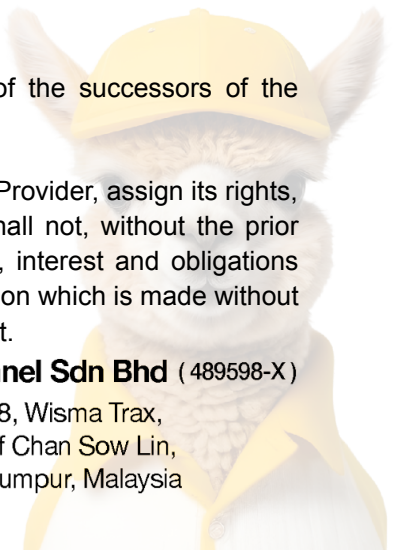
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- 15.3 The rights, benefits, interest, and obligations of the Service Provider under this Agreement shall be freely transferable or assignable (whether in whole or in part).

16 Rights and Remedies

Except as expressly provided in this Agreement, the rights and remedies of the Service Provider provided under this Agreement are cumulative, and are not exclusive of, any rights or remedies provided by Law, 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 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 or email transmission addressed to the intended recipient thereof at its address or email address set out hereunder (or to such other address or email 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 email) 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 email addresses of the parties for the purposes of **Clause 18.1** are:

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



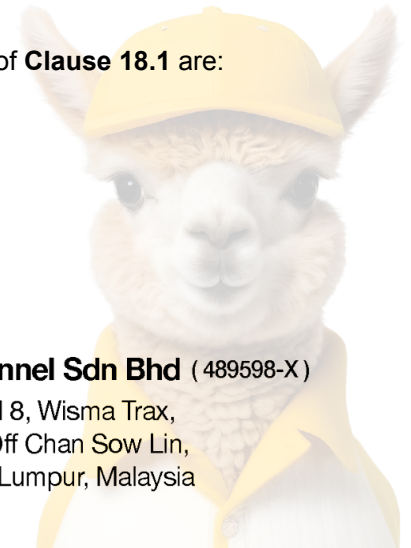
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Jalan Lima, Off Chan Sow Lin,
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Address : Lot 8-9, Level 8, Wisma Trax, Jalan Lima, Off Chan Sow Lin, 55200 Kuala Lumpur, Malaysia

For the attention of : Support Team

Email address : 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 to such other address and email address as the Client may notify to the Service Provider from time to time through the Website or otherwise in writing.

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, accepted or executed under or in connection with this Agreement.



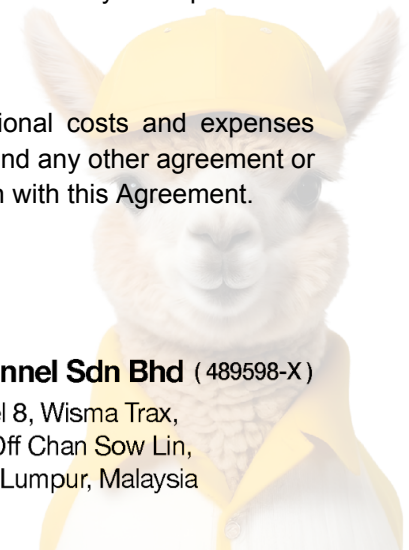
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21 Entire Agreement

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 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 Board Subscription & Service Agreement and agree that, by ticking this box, I am electronically accepting this Agreement and shall be bound by its terms and conditions.

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Linear Channel Sdn Bhd (489598-X)

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**Annexure A
Equipment Package**

(1)	(2)	(3)	(4)	(5)
Package	Subscription Fee	Upfront Payment	Equipment Model	Specification of the Model
SAMV355	RM12,780	RM2,485	SAMView 32 Inch Portable Smartboard Android 12 4+64GB	RK3588 Quad Core Cortex A55 + Quad Core Cortex A53, 1920X1080@80hz, In-cell touch, HID-USB, built in battery, dual microphone, usb, mic-in, earphone output
SAMV138	RM4,968	RM966	SAMView 55 Inch Portable Smartboard Android 12 4+32GB	Anti-Glare, Basic Pen
SAMV199	RM7,164	RM1,393	SAMView 65 Inch Portable Smartboard Android 12 4+32GB	Anti-Glare, Basic Pen
SRPX290	RM10,440	RM2,030	iPapanX 65 Inch Interactive Whiteboard Android 11 8+128GB ROM, 4K	20 Points Touch Panel, Anti-Glare, Intelligent Pen, Built In AI Camera with Microphone, Projector Doggle + Portable TV stand
SRPX350	RM12,600	RM2,450	iPapanX 75 Inch Interactive Whiteboard Android 11 8+128GB ROM, 4K	20 Points Touch Panel, Anti-Glare, Intelligent Pen, Built In AI Camera with Microphone, Projector Doggle + Portable TV stand

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SRPX420	RM15,120	RM2,940	iPapanX 86 Inch Interactive Whiteboard Android 11 8+128GB ROM, 4K	20 Points Touch Panel, Anti-Glare, Intelligent Pen, Built In AI Camera with Microphone, Projector Doggle + Portable TV stand
SRPX680	RM24,480	RM4,760	iPapanX 110 Inch Interactive Whiteboard Android 11 8+128GB ROM, 4K	20 Points Touch Panel, Anti-Glare, Intelligent Pen, Built In AI Camera with Microphone, Projector Doggle + Portable TV stand

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**Annexure B
Smart Planet Points & Compensation Value**

(1)	(2)	(3)
Package	Smart Planet Points	Compensation Value
SAMV355	3,834.0	RM8,200
SAMV138	1490.4	RM3,200
SAMV199	2,149.2	RM5,200
SRPX290	3132.0	RM6,250
SRPX350	3780.0	RM8,100
SRPX420	4536.0	RM9,100
SRPX680	7344.0	RM14,800

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**Annexure C
Smart Rental Planet Points Reward Programme
Terms and Conditions**

(as attached)

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