

EQUIPMENT RENTAL AGREEMENT

- 1) This Equipment Rental Agreement (“**Agreement**”) is a binding agreement between you (the “**Lessee**”) 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 (“**Lessor**”).
- 2) This Agreement governs and regulates the Lessee’s hire of the Equipment (as hereinafter defined) from the Lessor through the Lessor’s website <https://www.smartrental.asia/> (“**Website**”).
- 3) By clicking “accept”, the Lessee unconditionally acknowledges and agrees that: a. it has read and understood this Agreement; b. (if the Lessee is an individual) he is of legal age to enter into a binding agreement; and c. it is legally bound by this Agreement.
- 4) Please read and understand this Agreement carefully before continuing to use the services and/or products provided by the Lessor on its Website. If the Lessee does not understand this Agreement, or any services or products that the Lessor provides or offer, the Lessee should contact the Lessor before placing any order for hire, filling any forms and/or sending the Lessor any information.
- 5) The Lessor reserves the right, in its sole and absolute discretion, to modify, vary, amend, change and/or update this Agreement, and any checklists or agreements which are incorporated herein at any time as it deems fit and with reasonable notice to the Lessee, for example, by posting an update on the Website, or by emailing the updated Agreement to the Lessee. 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 Lessee 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.
- 6) The Lessee’s non-termination or continued use of the Equipment after the effective date of any modifications, variations, amendments, changes and/or updates constitutes the Lessee’s acceptance of, and agreement to be bound by, the revised Agreement.
- 7) If the Lessee does not agree to this Agreement or with any subsequent modifications, variations, amendments, changes and/or updates, the Lessee may terminate this Agreement in accordance with **Clause 13.2** of this Agreement. If the Lessee has any question regarding this Agreement, the Lessee is advised to consult its professional lawyer.

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 **Email**

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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 Equipment Rental 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 Lessee takes Delivery of the Equipment;

“**Delivery**” means the transfer of physical possession of the Equipment to the Lessee;

“**E-Mandate**” shall have the meaning ascribed to it in **Clause 4.2**;

“**Equipment**” means the device(s) as specified in the invoice to be issued by the Lessor to the Lessee, including all additional device(s) rented by the Lessee whereby an invoice has been issued, and any substitutions, replacements or renewals of such device(s) and all related accessories, manuals and instructions provided for it (if any);

“**Freezing Period**” shall have the meaning ascribed to it in **Clause 3.2**;

“**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;

“**Insurance**” shall have the meaning ascribed to it in **Clause 11**;

“**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;

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“**Rental**” means the amount, as set out in the invoice to be issued by the Lessor to the Lessee, to be paid by or on behalf of the Lessee to Lessor for hire of the Equipment;

“**Rental Period**” means the period or any renewal period for hire of the Equipment by the Lessee, as set out in the relevant invoices to be issued by the Lessor to the Lessee;

“**SST**” shall have the meaning ascribed to it in **Clause 4.3**;

“**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 due to the Lessee's default, negligence or misuse, the Equipment is, in the Lessor's reasonable opinion, damaged beyond repair, lost or stolen; and

“**Website**” means the Lessor'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 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



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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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2 Equipment Rental

- 2.1 In consideration of the Lessee agreeing to pay the Rental to the Lessor, and further agreeing to duly observe, comply and perform the terms and conditions hereinafter set out, the Lessor hereby agrees to rent the Equipment to the Lessee, upon the terms and subject to the conditions of this Agreement.
- 2.2 The Lessor shall not, other than in the exercise of its rights under this Agreement or applicable Law, interfere with the Lessee's quiet possession of the Equipment.

3 Rental Period

- 3.1 This Agreement shall commence on the Commencement Date and shall continue for the Rental Period, until and unless terminated earlier in accordance with its terms.
- 3.2 Without prejudice to **Clause 3.1** the Lessor recognises that there may be periods of time where the Equipment may be redundant, and the Lessee does not require the equipment rental service to be provided by the Lessor. To accommodate such situations, the Lessor may, at its sole discretion and upon a request being made by the Lessee, allow the Lessee to pause its Rental Period for a defined period ("**Freezing Period**"), whereby the Rental Period will automatically be extended for the same period as the Freezing Period, subject to the following conditions:
- 3.2.1 the Lessee shall notify the Lessor of its intention to pause the Rental Period at least thirty (30) days in advance prior to the intended Freezing Period;
- 3.2.2 the Lessee shall return the Equipment to the Lessor prior to the commencement of the Freezing Period. For the avoidance of doubt, if the Equipment is not in good working condition or any defect is found on the Equipment upon the receipt by the Lessor, the Lessor reserves its right to not grant any Freezing Period for the Lessee;
- 3.2.3 the Freezing Period requested by the Lessee shall be for a minimum period of one month and a maximum of six months, unless otherwise agreed upon in writing by both Parties.



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3.2.4 at the end of the Freezing Period, the Rental Period will automatically be reactivated and the Lessor will deliver the Equipment to the Lessee, at the cost of the Lessee.

3.3 The Lessor reserves the right to refuse any request of the Lessee to pause the Rental Period if the Lessee does not comply with the aforementioned conditions.

3.4 For the avoidance of doubt, notwithstanding the Lessor's consent to pause the Rental Period during the Freezing Period, the Lessee shall continue to be obliged to make payment of the Rental in accordance with the contract package selected by the Lessee during the Freezing Period, and any non-payment or delay in payment of the Rental shall constitute a material breach and may lead to termination of this Agreement in accordance with **Clause 13.3.1**.

4 Rental Payments

4.1 During the Rental Period, the Lessee shall pay the Rental to the Lessor on a monthly basis only, in advance, as follows:

4.1.1 the first monthly Rental payment shall be due upon the Lessee's acceptance of this Agreement via the Website; and

4.1.2 each and every subsequent monthly Rental payment shall be due on or before the seventh (7th) day of each and every subsequent month during the Rental Period, whether formally demanded or not.

4.2 Unless otherwise approved by the Lessor, the Lessee agrees and acknowledges that all Rental and any amount payable to the Lessor 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 in the Website and under the invoice(s) issued by the Lessor to the Lessee, or such other payment method as approved by the Lessor. The Lessee shall be required to provide all necessary authorisations, payment details, and supporting documents to enable the Lessor to automatically deduct the monthly Rental amount on the due date. The Lessee shall further be liable to ensure that sufficient funds or credit limit are available for such deduction.

4.3 The Rental payments are, where applicable, subject to Sales and Service Tax ("**SST**") and/or any applicable Taxes, which shall be payable by the Lessee at the rate and in the manner from time to time prescribed by Law.

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- 4.4 In the event the Lessee has the approval of the Lessor to make payment of the Rental via any other payment method, the Lessee understands and acknowledges that:
- 4.4.1 any part of the Rental 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 together with interest is fully paid to the Lessor, 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
 - 4.4.2 the Lessee 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 Lessor from time to time.
- 4.5 The Lessee agrees and acknowledges that the Lessor shall have the right to suspend customer service or support during any period in which the Lessee is in breach of its payment obligations under this **Clause 4** without prior notice. In this respect, the Lessor shall not be obligated to provide any notice to the Lessee for such suspension or termination of customer service and support. The Lessor will reinstate such customer services and support upon receipt of payment of all outstanding Rental and any applicable late payment charges and interest.

5 Processing Fee Payment

The Lessee shall, upon accepting this Agreement via the Website, pay to the Lessor a non-refundable processing fee, the exact amount of which will be set out in the invoice to be issued by the Lessor to the Lessee.

6 Equipment Delivery and Installation

- 6.1 The Lessor shall deliver the Equipment free of charge to the Lessee, 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 Lessor shall install the Equipment at the Lessee's premises at the expense of the Lessee at a fee to be mutually agreed between the parties, save and except that the installation fee in respect of the Equipment shall be free of charge where the Lessee

hires at least five (5) units of Equipment from the Lessor under this Agreement.



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- 6.2 The Lessor shall use its reasonable endeavours to effect Delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with **Clause 7 (Title and Risk)** of this Agreement.
- 6.3 The Lessee shall procure that a duly authorised representative of the Lessee 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 Lessee 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 Lessor, the Lessee's duly authorised representative shall sign a receipt confirming such acceptance.
- 6.4 To facilitate Delivery and/or installation of the Equipment, the Lessee 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 Lessor.
- 6.5 The Lessee understands and acknowledges that notwithstanding that the Lessee has requested for a particular brand of the Equipment to be provided by the Lessor under this Agreement, the Lessor reserves its sole and absolute right, subject to the availability of the Equipment at the time of Delivery, to deliver an Equipment of a different brand (but with similar or higher specifications) to the Lessee.

7 Title and Risk

- 7.1 The Equipment shall at all times remain the property of the Lessor, and the Lessee 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.
- 7.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Lessee on Delivery. The Equipment shall remain at the sole risk of the Lessee during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Lessee ("**Risk Period**") until such time as the Equipment is redelivered to the Lessor.
- 7.3 The Lessee shall give immediate written notice to the Lessor in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Lessee's possession or use of the Equipment.

8 Responsibilities of the Lessee

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8.1 The Lessee shall during the term of this Agreement:

- 8.1.1 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;
- 8.1.2 keep the Equipment in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted). For the avoidance of doubt, the Lessee shall be liable for any cracks and/or damages which in the Lessor's reasonable opinion has suffered on the Equipment during the period when the Equipment is in the possession, custody or control of the Lessee, including any cracks and/or damages on the casing or LCD of the Equipment;
- 8.1.3 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment;
- 8.1.4 ensure that the Equipment is not exposed to any risk of lost or being stolen;
- 8.1.5 not install and/or download any illegal software on the Equipment;
- 8.1.6 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;
- 8.1.7 keep the Lessor fully informed of all material matters relating to the Equipment;
- 8.1.8 at all times keep the Equipment in the possession or control of the Lessee;
- 8.1.9 permit the Lessor 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;
- 8.1.10 not, without the prior written consent of the Lessor, 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;

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- 8.1.11 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Lessor in the Equipment;
 - 8.1.12 not use the Equipment for any unlawful purpose or in any way which may cause harm to any person;
 - 8.1.13 ensure that at all times the Equipment remains identifiable as being the Lessor's property;
 - 8.1.14 not instruct, authorise, facilitate or assist a third-party to do any of the above acts; and/or
 - 8.1.15 deliver up the Equipment at the end of the Rental Period or on the earlier termination of this Agreement at such address as the Lessor requires, or if necessary, allow the Lessor or its representatives access to any premises where the Equipment is located for the purpose of removing the Equipment.
- 8.2 The Lessee acknowledges that the Lessor shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Lessee or its officers, employees, agents and contractors, and the Lessee undertakes to indemnify and keep indemnified the Lessor on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Lessee to comply with the terms of this Agreement.
- 9 Equipment Warranty**
- 9.1 The Lessor provides free warranty for the Equipment during the Rental Period. The Lessee agrees and undertakes that it shall not remove the warranty stickers attached on the Equipment to prevent any void of warranty.
- 9.2 The warranty on the Equipment shall be void where the warranty stickers are damaged, impaired and/or removed, whether by the Lessee or its officers, employees, agents or contractors, or any person not authorised by the Lessee.
- 9.3 The Lessor shall use its reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself during the Rental Period, provided that:



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- 9.3.1 the Lessee notifies the Lessor 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;
- 9.3.2 the Lessor is permitted to make a full examination of the alleged defect;
- 9.3.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Lessor's authorised personnel; and
- 9.3.4 the defect is directly attributable to defective material, workmanship or design.
- 9.4 In the event the Lessee requests for onsite service of the Equipment to be provided by the Lessor, the Lessee agrees and acknowledges that the Lessor will charge a minimum fee of **Ringgit Malaysia Sixty (RM60)** per trip for carrying out the onsite service of the Equipment. Notwithstanding the foregoing, the fee for onsite service of the Equipment will be automatically waived by the Lessor where the Lessee hires at least five (5) units of Equipment with the Lessor under this Agreement.
- 9.5 For the avoidance of doubt, where the Equipment is required to be repaired, fixed and/or maintained at the Lessor's service centre, the Lessee acknowledges that it will not be provided with any replacement device during the period where the Equipment is being repaired, fixed and/or maintained, save and except that in the event the Lessor determines that the Equipment is beyond repair or cannot be repaired, fixed and/or maintained within seven (7) days from the date of the Equipment being received by the Lessor for repair or maintenance, the Lessor will provide a substitute or replacement device of a similar specification, to be decided by the Lessor at its sole and absolute discretion, to the Lessee.
- 10 Rent-to-Own**
- 10.1 Unless the Lessee elects to terminate this Agreement in accordance with **Clause 13**, the Lessee acknowledges and agrees that it shall have the right to acquire ownership of the Equipment, provided that the Lessee extends the Rental Period for a further period of one (1) year ("**Extended Rental Period**"). For the avoidance of doubt, the terms governing the lease of the Equipment during the Extended Rental Period shall remain subject to the same terms and conditions of this Agreement, unless it has been notified otherwise by the Lessor.
- 10.2 Where necessary, the Lessee agrees and undertakes that it shall execute all relevant documents and do all that is necessary to give effect to the extension of this Agreement until the expiry of the Extended Rental Period.



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- 10.3 The title and ownership of the Equipment shall only be transferred to the Lessee upon:
- 10.3.1 the expiry of the Extended Rental Period; and
 - 10.3.2 full and complete settlement of all Rental payments and any other sums due and payable by the Lessee to the Lessor under this Agreement.
- 10.4 Upon transfer of ownership of the Equipment to the Lessee, the equipment warranty provided under **Clause 9** shall immediately lapse. If the Equipment is thereafter found to be defective, damaged or not in good operating condition after the transfer of ownership, the Lessee may request repair, servicing and/or maintenance at the Lessor's service centre, subject to additional fees and charges to be mutually agreed between the parties.

11 Insurance

In the event the Lessee has, at its own expense, authorised the Lessor to procure on its behalf a 'Machines and Equipment Insurance' ("**Insurance**"), 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, the Insurance policy will 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 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 Lessee 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.

12 Limitation of Liability

- 12.1 The restrictions on liability in this **Clause 12** apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.2 The Lessor's total liability to the Lessee (including any liability for the acts or omissions of its employees, agents and subcontractors) shall not exceed the monthly Rental(s) paid by the Lessee under this Agreement.
- 12.3 This Agreement sets forth the full extent of the Lessor's obligations and liabilities in respect of the Equipment and its hiring to the Lessee. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any



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other kind whatsoever, that are binding on the Lessor except as specifically stated in this Agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded.

- 12.4 The Lessor shall not have any obligation or liability to the Lessee, 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 or any decision not to renew this Agreement.

13 Termination

- 13.1 This Agreement will take effect upon the Lessee's acceptance of this Agreement by clicking "accept" on the Website and shall continue to be in full force and effect until its determination or earlier termination in accordance with this Agreement.

- 13.2 This Agreement shall automatically be renewed for a further period equivalent to the existing Rental Period upon its expiry, and in the event the Lessee does not wish to renew the Agreement, the Lessee shall, prior to the expiry of the Rental Period, provide a written notification/reply to the Lessor upon receiving the automatic renewal email reminder sent by the Lessor. In the event the Lessee neglects or omits to notify the Lessor of its intention not to renew this Agreement prior the expiry of the Rental Period, but wishes to terminate this Agreement after the renewal of the Rental Period, the termination fee under **Clause 13.4** below shall apply, save and except that the termination fee will not apply to the Lessee in the event the Lessee has not requested for a change of the Equipment after the renewal of the Rental Period.

- 13.3 Without prejudice to any other right or remedy available to the Lessor, the Lessor may terminate this Agreement with immediate effect by giving written notice to the Lessee if:

- 13.3.1 the Lessee fails to pay any amount due under this Agreement on the due date for payment; and/or



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- 13.3.2 the Lessee commits a breach of or threatens to breach any other term of this Agreement or the Website's Terms of Use.
- 13.4 The Lessee does not have the right to terminate this Agreement during the Rental Period. If this Agreement is terminated by the Lessee prior to the end of the Rental Period or by the Lessor in accordance with **Clause 13.3**, the Lessor shall be entitled to two (2) months Rental as agreed liquidated damages and the Lessee agrees and acknowledges that the liquidated damages represent a genuine pre-estimate of the loss and/or damage which the Lessor will suffer in the event the Lessee commits a breach of this **Clause 13.4** and are proportionate when considering the Lessor's legitimate interest.
- 13.5 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, Lessee has purchased an Insurance coverage on the Equipment and the Total Loss of the Equipment is within the Insurance coverage, the Lessor will engage the Insurance company on behalf of the Lessee to process the Total Loss claims.
- 13.6 In the event of a Total Loss of the Equipment and if no Insurance coverage is taken or insurance coverage does not cover for the Total Loss of Equipment, the Lessee shall be liable to the Lessor for the Equipment at the compensation amount per unit/set of the Equipment as set forth in the **Appendix** at the date of the Lessee's acceptance of this Agreement via the Website. Where requested by the Lessor, the Lessee shall produce a valid police report detailing the circumstances resulting in the Total Loss of the Equipment, within five (5) days from the written demand of the Lessor.

14 Consequences of Termination

- 14.1 Upon termination or expiry of this Agreement, however caused:
- 14.1.1 the Lessor's consent to the Lessee's possession of the Equipment shall terminate and the Lessor may, by its authorised representatives, without notice and at the Lessee's expense, retake possession of the Equipment and for this purpose may enter any premises at which the Equipment is located; and
- 14.1.2 without prejudice to any other rights or remedies of the Lessor, the Lessee shall pay to the Lessor on demand:
- (i) all Rentals and other sums due but unpaid at the date of such demand;



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- (ii) any costs and expenses incurred by the Lessor in recovering the Equipment and/or in collecting any sums due under this Agreement.

14.2 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.

15 Confidential Information

15.1 Each party undertakes that it shall not at any time during the Rental Period, disclose to any person any confidential information concerning the other party, except as permitted by **Clause 15.2**.

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

15.2.1 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 15**; and

15.2.2 as may be required by Law or any Governmental Authority.

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

16 Indemnity

The Lessee undertakes to fully indemnify and keep indemnified and hold harmless the Lessor 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 Lessor as a result of or arising out of any breach by the Lessee 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 16** shall be without prejudice to any other rights or remedies of the Lessor and all such other rights or remedies are hereby expressly reserved to the Lessor.

17 Amendments and Waivers



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- 17.1 The Lessor 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 Lessee, including by email, notification on the Website, or publication of the updated Agreement on the Website.
- 17.2 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.

18 Assignment

- 18.1 This Agreement shall be binding upon and inure for the benefit of the successors of the parties.
- 18.2 The Lessee shall not, without the prior written consent of the Lessor, assign its rights title and interest under this Agreement. Further, the Lessee shall not, without the prior written consent of the Lessor, novate its rights, title, 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.
- 18.3 The rights and obligations of the Lessor under this Agreement shall be freely transferable or assignable (whether in whole or in part).

19 Rights and Remedies

Except as expressly provided in this Agreement, the rights and remedies of the Lessor provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by Law.

20 Severability

- 20.1 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.

21 Notices

- 21.1 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



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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 Lessee'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.

21.2 The addresses and email addresses of the parties for the purposes of **Clause 21.1** are:

21.2.1 in the case of service on the Lessor to:

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

For the attention of : Support Team

Email address : info@smartrental.asia

21.2.2 in the case of service on the Lessee, to the address and email address provided by the Lessee to the Lessor at the Website.

21.2.3 In this **Clause 21** if deemed receipt occurs before 9am on a Business Day the notice shall be deemed to have been received at 9am 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 9am on the next Business Day.

21.3 The Lessee understands and acknowledges that it shall provide prior written notice to the Lessor in the event of any changes to the Lessee's contact details, including but not limited to its mobile number and/or email address. The Lessee further acknowledges that the Service Provider shall be entitled to rely on the last contact details provided by the Lessee until official written notification of such change is received. The Lessor shall not be held liable for any damages or losses suffered by the Lessee resulting from its failure to notify the Lessor of such changes with this **Clause 21**.

22 No Partnership or Agency

 Phone

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 Email

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22.1 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.

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

23 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.

24 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

25 Reasonableness

The Lessee 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.

26 E-Signatures

26.1 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.

27 Time of the Essence



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

28 Governing Law and Jurisdiction

- 28.1 This Agreement shall be governed by, and construed in accordance with, the Laws of Malaysia.
- 28.2 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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 Phone

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Appendix Agreed Compensation for Total Loss of Equipment

SMART RENTAL	Desktop							PRICE CHART
24 MONTHS CONTRACT PACKAGES (RENT TO USE) - SUBJECT TO SST	RM38	RM58	RM78	RM108				
36 MONTHS CONTRACT PACKAGES (RENT TO OWN)	N/A	RM78	RM108	RM138				
AGREED COMPENSATION	RM1200	RM1350	RM1800	RM2700				
Laptop								
24 MONTHS CONTRACT PACKAGES	N/A	RM87	RM118	RM148	RM168	RM198	RM258	
12 MONTHS CONTRACT PACKAGES	RM38	RM118	RM158	RM198	RM228	RM268	RM338	
36 MONTHS RENT TO OWN	N/A	RM87	RM118	RM148	RM168	RM198	RM258	
AGREED COMPENSATION	RM1200	RM1900	RM2500	RM2880	RM3180	RM3780	RM5700	

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Lessee'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 Equipment Rental Agreement and agree that, by ticking this box, I am electronically accepting this Agreement and shall be bound by its terms and conditions.

 Phone

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