

ORIGINAL

An AGREEMENT made on 01 day of Mar 2022 BETWEEN **NGEE ANN POLYTECHNIC** a body corporate incorporated under the **Ngee Ann Polytechnic Act** (Cap. 207) and having its registered office at 535 Clementi Road Singapore 599489 with **Unique Entity No. T08GB0039A** (hereinafter called "**the Licensor**") of the one part AND **POSITION FIVE PRIVATE LIMITED** a company registered in Singapore and having its registered office at 535 Clementi Road #02-Blk 58 Ngee Ann Polytechnic Singapore (599489) with **Unique Entity No. 202003001H** (hereinafter called "**the Licensee**") on the other part.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. The Licensor hereby agrees to grant and the Licensee agrees to take the 71 Ayer Rajah Crescent #04-01, **Room 01**, Singapore 139951, which is approximately **18.2 sqm** in size (hereinafter called "the Licensed Premises": TO HOLD the same unto the Licensee from **1 June 2022 to 31 May 2023** for a term of **one (1) year** paying therefore during the said term a monthly rent of **Singapore Dollars Six Hundred And Fifty Only (\$650)** in advance on the 1st day of each month through GIRO (subject to GST). The Licensor reserves the right to charge interest at eight and a half percent (8.5 %) per annum on overdue accounts.
2. The Licensee shall use the Licensed Premises solely for the purpose as stated in Licensee's application and subsequent presentation to Joint Polytechnic Incubator Evaluation Panel in February 2022.
3. The Licensor shall review the monthly rental rate if the Licensee shall be desirous to extend the tenancy for another one (1) year on such terms as shall be mutually agreed. The Licensee shall notify the Licensor in writing to that effect not less than three (3) months prior to such an expiration date.
4. The Licensee hereby agrees with the Licensor as follows:
 - (a) To pay to the Licensor immediately upon the signing of this Agreement a deposit being the equivalent of two (2) months' rent to be held by the Licensor as security for the due performance and observance of the covenants and conditions and stipulations on the part of the Licensee hereinafter contained.

- (b) To pay the rent hereby reserved at the time and in the manner aforesaid via GIRO deduction.
- (c) The rent shall include all charges for the consumption of electricity and water in the Licensed Premises.
- (d) To pay all call charges for the use of the telephone line in the Licensed Premises. The Licensee shall open his own account with any of the licensed phone operators and pay for all charges in connection with the installation and use of the line.
- (e) To keep the Licensed Premises in a good and tenantable repair and condition and all glass in the windows and doors and all locks, shutters and fastenings thereof in a clean and sanitary order and condition (reasonable wear and tear excepted).
- (f) To permit the Licensor and their agents and all persons authorized by them at all reasonable times in the day after due notice previously given to enter the Licensed Premises to view the condition thereof and execute such repairs as may be necessary at the expense of the Licensee.
- (g) Not to make any alterations or additions (structural or otherwise) to the Licensed Premises or any part or parts thereof except with the prior written approval of the Licensor and in accordance with plans and specifications previously approved by the relevant Local Authorities.
- (h) Not to do or permit or suffer to be done anything whereby any insurance in respect of the Licensed Premises against loss or damage by fire may become void or voidable or whereby the rate of premium for any such insurance may be increased and to repay to the Licensor on demand all sums from time to time paid by way of increased premiums and all expenses incurred by it in or about any renewal of such policy rendered necessary by any such breach.

- (i) At all times to manage the Licensed Premises in a lawful and orderly manner so as to preserve the character of the Licensed Premises in accordance with the requirements of all existing laws, regulations, by-laws and any other laws, regulations and by-laws which may come into force and as amended from time to time, including but not limited to the laws and regulations related to the following: (a) Traffic; (b) Anti-pollution; (c) Safety; (d) Health and environment; (e) Employment and labour; (f) Immigration; (g) Customs and excise; (h) Work injury compensation; and (i) Workplace safety and health, and so to manage and control the same or cause the same to be managed and controlled so that nothing shall be done to injure the reputation of the Licensor or offend any existing laws, regulations, by-laws and any other laws, regulations and by-laws which may come into force and as amended from time to time nor to do any act or thing which may be in any way imperil any insurance effected in respect of the Licensed Premises and the contents therein and that no nuisance or annoyance shall be caused to the owners or occupiers of any neighboring property.
- (j) Not to throw dirt, rubbish, rags or other refuse or permit the same to be thrown into the sinks, baths, lavatories, cisterns or waste or soil pipes in the Licensed Premises or elsewhere except in the safe proper bins or other containers provided for the purpose.
- (k) Not to assign or underlet or part with the possession of the Licensed Premises or any part or parts thereof without the prior written consent of the Licensor.
- (l) To indemnify and keep indemnified at all times the Licensor against all claims, demands, writs, summons, actions, suits, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Licensor may suffer or incur and / or damage to property arising from or out of any occurrences in, upon or at the Licensed Premises or the use of the same or any part thereof by the Licensee or by any of the Licensee's employees, independent contractors, agents invitees or licensees except occurrences, losses, injuries or damages arising from structural defects of the building.
- (m) At the expiration or sooner determination of the said term peaceably and quietly to leave, surrender and yield up the Licensed Premises in accordance with the agreement herein contained and to remove all the furniture, partitions and fittings

at the expense of the Licensee and restore it to its original condition reasonable wear and tear accepted.

- (n) The stamp duty for stamping this Agreement in duplicate and administrative charges payable for such stamping shall be borne by the Licensee and shall be paid forthwith, upon execution of this Agreement.

5. The Licensors hereby agrees with the Licensee as follows:

- (a) To pay and discharge all rates, taxes, assessments and quit rents as now are or shall be charged, rated or assessed in respect of the Licensed Premises except such as are hereinbefore agreed to be paid by the Licensee.
- (b) That the Licensee paying regularly the said rent at the times and in the manner aforesaid and performing and observing the covenants and conditions hereinbefore contained shall peaceably hold and enjoy the Licensed Premises during the said term without interruption by the Licensors or any person claiming title under or in trust for them.

6. PROVIDED ALWAYS and it is hereby agreed as follows:

- (a) Notwithstanding anything hereinbefore contained the Licensors shall have the right at any time without prejudice to any remedy they may have against the Licensee for any breach or non-performance of any of the provisions of this Agreement to determine the said Agreement:
 - (i) If and whenever there shall be any breach or non-performance of any of the Licensee's obligations or of any stipulation or provision of this Agreement.
 - (ii) If the Licensee shall be wound up either voluntarily or compulsorily or enter into any arrangement with its creditors either by composition or otherwise or the Licensee shall suffer any distress or execution to be levied upon its goods or any part thereof.

- (iii) If the Licensed Premises or any part thereof shall at any time during the currency of this Agreement be destroyed or damaged by fire, lightning, riot, tempest or Act of God or from any other cause.
- (b) If the Licensee shall duly perform and observe all the covenants and conditions hereinbefore contained then the Licensor shall at the determination of the term hereby granted return the deposit as provided under Clause 4(a) herein PROVIDED ALWAYS that if the Licensee shall be in breach of any of the covenants and conditions then the Licensee shall reimburse to Licensor for any loss or damage sustained or suffered by reason of the Licensee's breach of the covenants and conditions herein contained.
- (c) If any dispute shall arise between the parties hereto in relation to the rights and obligations of the parties herein contained, the same and all matters in relation thereto shall be forthwith referred to arbitration in the manner provided by the Arbitration Act (Chapter 10) or any statutory modification or re-enactment thereof for the time being in force.
- (d) Either party may terminate this Agreement by giving to the other party three (3) months' notice in writing of their intention to do so.
- (e) Any notice to the Licensee shall be sufficiently served if left addressed to them on the Licensed Premises or sent to them by registered post at their address aforesaid. Any notice to the Licensor shall be sufficiently served if delivered to them personally or sent to them by registered post at the aforesaid address.
- (f) The Licensee shall bear the professional charges and disbursements of the Licensor's Solicitors.

AS WITNESS the hand of the parties hereto the day and year first above-written.

SIGNED by the said
Licensor in the presence of :-

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Witnessed by:

SIGNED by the said
Licensee in the presence of :-

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Vanessa Tan

Director

Position Five Private Limited

Witnessed by:



Kirill Stetsyuk

Position Five Private Limited