

26 April 2023

Carecam Pte Ltd

68 Circular Road

#02-01

Singapore 049422

Dear Mr Elson Yong,

A*STARTCENTRAL – TERMS OF MEMBERSHIP

We are pleased to welcome you to A*StartCentral, a technology innovation community for pre-start-up innovations and startups that require life-sciences and engineering infrastructure located at Block 79 Ayer Rajah Crescent.

A*StartCentral will provide you access to:

- a. Workshops which provide training on entrepreneurial skills, product development, innovation creation, and other business skills;
- b. Talent and capability development seminars;
- c. Pro bono professional advice on legal, accounting, finance, and corporate secretarial matters subject to availability, and access to other such paid professional services
- d. Working space: 01 x office desks ("Designated Space")
- e. Access to shared facilities and basic utilities, subject to availability.

Membership is for a term of **12 months**. The detailed Terms of Membership are attached to this letter and members shall be required to comply with house rules communicated to them to maintain the harmony and integrity of the space.

As part of your experience of being a member of this innovation and enterprise community at A*StartCentral, you may, from time to time, be requested to make presentations on (non-confidential aspects of) your work and your experiences as an innovation entrepreneur at organised events, for the purposes of sharing with the A*StartCentral community, for fund-raising, or partnership development. Your support of and participation in such events is greatly appreciated.

Membership may be terminated upon 1 month's prior written notice. Please note that membership fees paid are not refundable.

Please confirm your acceptance of these Terms of Membership and your subscription package by signing and returning to us the Confirmation on the duplicate of this letter. Should you have any queries, please do not hesitate to email ask_asc@hq.a-star.edu.sg

Best Regards,

Irene Cheong
Executive Director
Innovation & Enterprise Division, A*STAR

CONFIRMATION

1. I confirm that I have read and understood, and agree to the contents of your letter dated **26 April 2023** the A*StartCentral – Terms of Membership. The start date of my membership will be **01 May 2023** and will end on the **30 April 2024** for a period of 1 year.
2. My membership subscription is for:

For access to:

- a. Workshops which provide training on entrepreneurial skills, product development, innovation creation, and other business skills;
- b. Talent and capability development seminars;
- c. Pro bono professional advice on legal, accounting, finance, and corporate secretarial matters subject to availability, and access to other such paid professional services; and
- d. Working space:
[01] X **Office Desk for S\$300 per month per office desk**

The total monthly subscription payable is **S\$300.00**, subject to prevailing Goods & Services Tax.

The subscription fees do not include payment for the working space and other sundry and miscellaneous costs.

The nature of the business is to preserve mobility through AI-based visual analytics.

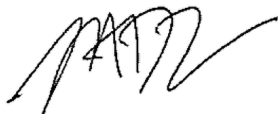
**A*STAR Research Entities
Representative**

Signature:



Name: **Irene Cheong**
Division: **Venture Creation & Growth**
Company: **A*STAR Research Entities,
Innovation & Enterprise Division**
Email: irene_cheong@hq.a-star.edu.sg
Date: 27 Apr 2023

**A*STAR Research Entities
Witness Signature:**



Name: **Sadiduddin Edbe Selamat**
Division: **Venture Creation & Growth**
Company: **A*STAR Research Entities,
Innovation & Enterprise Division**
Email: Sadiduddin_Edbe@hq.a-star.edu.sg
Date: 27 April 2023

A*StartCentral Member

Signature:



Name: **Elson Yong Ching Kiat**
Designation: **CEO**
Company: **Carecam Pte Ltd**
Email: elson.yong@carecam.ai
Date: 3 May 2023

**A*StartCentral Member
Witness Signature:**

Name: **Meng Bojun**
Designation: **Vice President**
Company: **Carecam Pte Ltd**
Email: robert.meng@carecam.ai
Date: 3 May 2023



TERMS OF MEMBERSHIP

1. Designated Space and Common Equipment and Facilities

- 1.1 You will be provided with access to Designated Space for your use for the purpose of incubating your technology start-up company, or for technology development, or commercialisation of technology projects. You understand that the Designated Space is for your use only, and whilst you may have guests and/or visitors to your Designated Space, for the purposes of complying with fire and safety regulations, ***you shall not at any time host more than 5 guests and/or visitors without our prior consent. This includes activities held during or after A*StartCentral opening hours.*** The space shall not be used for purpose beyond that of incubation.
- 1.2 You shall not carry out any alteration, addition, improvement, erection, installation, or interference at the Designated Space without A*STAR Research Entities' ("ARES") prior written consent.
- 1.3 You are responsible for keeping the Designated Space clean, tidy, and in good repair.
- 1.4 You will be provided with access to common utilities, facilities and equipment, as well as common laboratory services accessible to all members of A*StartCentral. Certain facilities and/or equipment may be booked for specific periods of time. Basic cleaning services will be provided for common areas within A*StartCentral.
- 1.5 You understand that you are an invitee of ARES, and no lease or licence is conferred hereunder. No exclusive possession is provided for the Designated Space, and possession is at all times retained by ARES.
- 1.6 You accept the Designated Space on an "as is" basis and in its existing state and condition and shall be deemed to have full knowledge of any specifications and/or limitations thereof. ARES makes no representations, conditions or warranties, express or implied, with respect to the Designated Space, furniture, fittings and common equipment and facilities provided. Without limiting the generality of the foregoing, ARES expressly disclaims any implied warranty, condition or representation that the Designated Space, furniture, fittings and/or the common equipment and facilities are fit for your purposes.
- 1.7 In utilising the common equipment and facilities at A*StartCentral, you agree that:
 - (i) Your right to use any of the common equipment and facilities shall be subject to availability, and terms and conditions, and time allocated for the use;
 - (ii) You shall use the common equipment and facilities in a skillful and proper manner; and

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(iii) You shall comply with all applicable rules and regulations when using the equipment and common facilities, including all safety regulations, requirements, precautions and procedures as may be issued and implemented by ARES from time to time (and notified to you).

2. Professional and Talent Development Services

- 2.1 A*StartCentral aims to provide a platform for its members to gain access to professional service providers and talent development services. You understand that your use of these services is subject to availability, and the advice given and/or services provided at A*StartCentral through this platform are rendered by volunteer professionals who may impose their own terms of service. You understand that you may be required to agree to these additional terms should you wish to engage their services.
- 2.2 Provision of access to these services does not imply an endorsement or a warranty of any of these services or the service providers by ARES, and ARES will not in any way be responsible or liable for any loss or damage incurred by you in your use of any these services, including but not limited to the disclosure of your confidential information to the professional service providers, talent development services or any other third party.

3. Members' Responsibilities

- 3.1 A*StartCentral is a community space. As such, you understand that you are entirely responsible for ensuring the confidentiality and security of your Designated Space, and your belongings stored there.
- 3.2 You are likewise responsible for the safety, and the acts and omissions of all your guests and other invitees to A*StartCentral. Photos of you and your guests could be taken, and be used for general publicity and social media.
- 3.3 Where relevant, you are responsible for applying for all necessary insurance coverage, relevant approvals, clearances and licences from the relevant governmental or statutory authorities e.g. the relevant licence for the use of poison and chemicals, and shall not commence its operations in the Designated Space unless and until all such approvals, licences and clearances have been obtained.
- 3.4 You agree not to use the Designated Space or the common areas and common equipment in such a way as to cause any nuisance, damage, disturbance, annoyance or interference to other members of A*StartCentral.
- 3.5 You are responsible for any and all damage you (or your invitees) cause to the common equipment and/or premises at A*StartCentral, and agree to fully indemnify ARES and its affiliates for any costs and expense arising out of such damage.

- 3.6 You agree that your use of the Designated Space shall comply with all relevant laws, regulations, guidelines, and requirements of the relevant authorities as well as the house rules as shall be communicated to you.

4. Membership Fees, Term and Termination

- 4.1 Membership is valid for a period of 12 months subject to prompt payment of the Membership Fees.
- 4.2 Membership Fees may be adjusted by ARES at any time upon written notice. Membership Fees paid are non-refundable. Membership Fees are payable on the first business day of each month via GIRO, or automated monthly electronic fund transfer to the following account :
Account name: Biomedical Sciences Institutes
Bank name: Citibank N.A., Singapore
Bank code: 7214
Branch code: 001
Bank Address: 8 Marina View #16-01 Asia Square Tower 1 Singapore 018960
Swift code: CITISGSG
Account Number: 0-820563-018
- 4.3 You may terminate your membership by giving ARES one-month notice in writing.
- 4.4 ARES may terminate your membership upon written notice: (a) should you breach any of the Terms herein; or (b) in the event ARES is, for whatever reason, unable to continue to use the premises for A*StartCentral.
- 4.5 You are responsible for maintaining good housekeeping for your Designated space.

5. Disclaimer, Limitation of Liability, Indemnity

- 5.1 Unless caused solely and directly by the negligence of the ARES, in no event shall ARES be liable to you or responsible for the death of or injury to you or any of your invitees, or any other persons howsoever caused.
- 5.2 ARES shall not be liable to you or responsible for any loss or damage to you, your invitee's, or any third parties' property, documents, chattel, equipment, goods or other items located at the Designated Space or within A*StartCentral's premises.

- 5.3 ARES shall not be liable for any special damages, consequential damages, indirect damages, loss of profit, contracts, business, revenues or savings arising howsoever incurred as a consequence of any delay, interruption or failure in the installations, equipment, or provisions of any services or facilities at the A*StartCentral.
- 5.4 ARES shall not be liable or responsible in any way for any loss, damage, injury or destruction whatsoever caused by fire, water, riot, act of God or other cause beyond ARES's control, any mechanical or other defect or breakdown, any shortage of manpower, fuel, electricity or water.
- 5.5 ARES shall not be liable or responsible in any way for the acts, omission, negligence or default of JTC, its employees, agents or contractors in connection with the Designated Space or the surrounding premises.
- 5.6 Subject to clause 5.1 above, you agree to fully indemnify ARES and its affiliates against any claim, demand, action, liability, loss, damage, cost, penalty or expense for any injury to any person or property at A*StartCentral, through any act or omission by you or your invitees arising out of or in connection with your use of the Designated Space and common equipment and facilities at A*StartCentral.
- 5.7 The limitations and exclusions of liability in this Clause 5 shall operate to the maximum extent permitted by applicable law.

6. General

- 6.1 The benefit of Membership is personal to you, and you understand that you may not assign or transfer any of the rights or obligations herein without ARES's consent.
- 6.2 Any delay or failure by either party to insist upon the performance of any one or more of the terms shall not be deemed to be a waiver of any rights and remedies that the parties may have and shall not be deemed a waiver of any subsequent breach or default. No provision herein shall be deemed to be waived by ARES unless such waiver is given in writing.
- 6.3 This Agreement may be amended only by the prior written agreement of the parties.
- 6.4 Any disputes arising under or in connection with this Agreement shall be referred by the Parties to arbitration by three arbitrators in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (hereinafter referred to as the "**Rules**"). The Rules shall apply to such arbitral proceedings. The award of the arbitrators shall be final and binding upon the Parties and be enforceable in any court of competent jurisdiction.
- 6.5 This Agreement shall be governed in all respects by the substantive law of Singapore.